

NIT Ref. No.: BCCL/CED/TC/GEM-01/2026-27/265

Date: 08.07.2026

निविदा सूचना

1. Tenders are invited online (Single cover system-Two Part System) on the website **Government e-Marketplace (GeM Portal - i.e. <https://gem.gov.in>)** from the eligible registered sellers on GeM portal. Details as under:

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Maintenance of Garden, Lawn, Flower Pot/Bed etc. for Two (02) years in CMD Bungalow at Jagjiwan Nagar.	Jagjiwan Nagar	29,23,295.30	36,600.00	730 Days

NOTE:

- The tendered work can/cannot be split.
- The bid documents will be available on GeM portal under the 'Service Catalogue' namely **"HORTICULTURE SERVICES – LUMPSUM BASED"**
- For Site visit of location of work, the prospective bidder(s) may contact Abhishek Kumar, Mob: 6202780549.
- For Tender related details, the prospective bidder(s) may contact the following officers;

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)	
GM(Civil)/Welfare, Mob;-9470595132	Nidhi Sinha, Dy. Mgr (C)	Himanshu Nagal, Sr. Mgr (C), I/c TC
	Mob-6287695286	Mob-9434795205

2. Time Schedule of Tender:

Sl. No.	Particulars	Date (DD:MM: YYYY)
a.	Bid Publication Date	09.07.2026
b.	Bid End Date/Time	20.07.2025 @ 17:00
c.	Bid Opening Date/Time	20.07.2025 @ 17:30

Note:

- i) If the number of bids received online is found to be less than three till bid opening date, then the last date of submission of Bid and Technical Bid Opening date will be manually extended for a period of Four days.
- ii) This extension will be also applicable in case of receipt of zero bid.
- iii) Bidders will have the right to modify / withdraw their bids during the extended period of submission of bids as per functionality of GeM portal.
- iv) After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.
- v) If the above extended date falls on Holiday i.e. a non-working day, then the same is to be rescheduled to the next working day.
- vi) The validity period of the tender should be decided based on the final end date of submission of bids.
- vii) The Employer reserves the right to issue corrigendum / addendum and it shall be binding on part of the Bidders.

3. Earnest Money Deposit(EMD): 1.25 % of the annualized value of estimated cost/estimated cost whichever is less, rounded off to next hundred rupees subject to maximum of Rs.50 Lakhs as Earnest Money/ Bid Security.

3.1 The Bidder will have to make the payment of EMD through internet banking or NEFT/RTGS mode only. In Online mode the Bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank.

Sl. No	Description	For deposition of EMD by prospective bidders.
1	Account Name	BHARAT COKING COAL LTD
2	Bank Name	State Bank of India
3	Branch Name	DHANBAD MAIN
4	Bank A/c Number	10976596836
5	IFSC	SBIN0000066

- 3.2** Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document.
- 3.3** It shall be ensured by the Bidder/Seller that date & time of EMD amount being credited to above mentioned BCCL Account falls on or before the scheduled bid submission end date & Time. The same will be verified by Buyer manually after opening of GeM Bid.
- 3.4** The qualification in the bid will be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule bid submission end date and time.
- 3.5** In case of any delay for payment through NEFT/RTGS after the stipulated date & time the company will not be held responsible for that.

- 3.6 The bidder has to upload the scanned copy of the online payment receipt containing UTR Number or scanned copy of counterpart of the “NEFT / RTGS application forms” returned by the bank containing the alpha-numeric Unique Transaction Reference (UTR) number as the case may be, while submitting the bid on GeM portal.
- 3.7 If the net payment credited to BCCL bank account is found to be less than the stipulated amount of EMD as per bid document, then the bid will be rejected.
- 3.8 EMD exemption will be applicable to those Sellers/bidders of GeM portal which are covered in GeM bid document.
- 3.9 The Earnest Money/Bid Security deposited will be refunded to the **successful bidder** after submission of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder’s option.
- 3.10 Refund of EMD: As per provisions of GeM GTC, however, to get the submitted EMD refund, bidders/Sellers are required to submit the Mandate Form along with the bid as per proforma given in the bid document (Annexure-V).
- No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

3.11 The Bid Security/Earnest Money may be forfeited:

- if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or
- in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/Additional Performance Security if any;

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

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

4. **Clarification of Bid:**

The bidder may seek clarification on-line within the specified period as per functionality of GeM portal. However, the management will clarify as far as possible to the relevant queries.

5. **Eligible Bidders:**

The Invitation for Bid is open to all Bidders / Sellers registered in GeM Portal including an

Individual, Proprietorship firm, Partnership firm, Joint Ventures (JVs)/Consortium, Company registered under Companies Act. The registered Bidders / Sellers shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in the Buyer Added ATC / GeM Bid.

6. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.

6.1 Eligibility criteria to qualify for award of the contract-

a. Bid Submission Confirmation (BSC) Sheet:

Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format as per instruction provided in the GeM Bid Document under Section “Bid Confirmation Sheet for Technical Evaluation”. The bid submission confirmation sheet provided by buyer in .doc format at Annexure - XI.

The scanned copy of documents (CONFIRMATORY DOCUMENT) will be verified against the data furnished in the Bid Submission Confirmation Sheet.

b. Permanent Account Number (PAN) : PAN card issued by Income Tax department, Govt. of India.

Scanned copy of documents to be uploaded by Bidders / Sellers.

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

Note: In case of JV/CONSORTIUM, each Indian member of JV/CONSORTIUM should possess PAN and each foreign member should possess Verifiable Tax Residency Certificate of respective country or JV/CONSORTIUM itself should possess PAN.

Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No in the General Technical Evaluation (GTE) of Bid submission Confirmation (BSC).

c. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

Confirmation regarding possessing of Goods & Services Registration (GST) Certificate in

the form of Yes / No in the General Technical Evaluation (GTE) of Bid submission Confirmation (BSC).

Scanned copy of documents to be uploaded by Bidders / Sellers.

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

- 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.

In case of JV/Consortium, Bidder should submit scanned copy of GST status of Lead Partner only

Note: -

1. In case the work/service is awarded to a Joint Venture/Consortium participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for Bidder status) etc. in the name of the Joint Venture/Consortium at the time of execution of Agreement.
2. If turnover of the Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.
3. During evaluation of GST Registered Bidders, the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).

- d. Legal Status of the Bidder:** The Bidder should be of Proprietorship / Partnership Firm / Limited Liability Partnership / Joint Ventures (JVs)/Consortium/Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Service(s) to the Buyers registered on GeM.

Supporting Documents to be uploaded online on GeM portal:

1. The following documents in respect of Legal Status of a JV Bidder shall be uploaded in Bidder's Space by the JV/CONSORTIUM Bidder:
 - i. Scanned copy of JV/CONSORTIUM Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner.

- ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV/CONSORTIUM agreement on behalf of them.
- iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV/CONSORTIUM as mentioned below:
 - a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.
 - OR
 - b) Partnership deed containing name of partners.
 - OR
 - c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
2. The document(s) (any of them as applicable) regarding legal status of eligible Bidders other than JV/Consortium as mentioned below:
 - a. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.
 - OR
 - b. Partnership deed containing name of partners.
 - OR
 - c. Memorandum & Article of Association with certificate of incorporation containing name of Bidder.
- e. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount need to be provided.
- f. **Written Consent regarding Dispute Resolution:** It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm/Joint Venture/Consortium. (Annexure-VIII)
- g. **LOB and UNDERTAKING (Genuineness):** If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in Annexures VI & VII respectively.
- h. **Restrictions on Public Procurement from certain countries:** As per provisions of GeM Portal.
- i. **Undertaking:** An undertaking is to be given on Bidder's / Sellers letterhead online as per the format given in the bid document. (Annexure-VIII)

- j. The MSEs are required to submit a 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.
- k. 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%

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

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

Note:-

- a) 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 in Undertaking as per format.

- b) If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the Company (in 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.

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

6.2 Even though the Bidders/Sellers meet the above eligibility criteria, they are subject to be disqualified

- if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;
- On account of currency of debarment as applicable.

6.3 If the Bidder/Seller is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder/Seller is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

6.4 Deleted

6.5 CHECK LIST OF DOCUMENTS TO BE UPLOADED / ACCEPTED UNCONDITIONALLY BY THE BIDDERS/SELLERS:

(i) **Confirmatory Documents to be uploaded by the bidder / seller:**

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidders/Sellers in support of information/ declaration furnished by the bidder/seller against Eligibility Criteria.
1.	MSE REGISTRATION CERTIFICATE As per Clause No. 6.1 (j) of NIT	1. Bidders/Sellers are required to upload valid MSE certificate in compliance with the Guidelines of Ministry of MSME Enterprises and also as per the functionality of GeM portal. 2. Other bidders are required to upload declaration on letter head stating that they do not belong to MSE category. NOTE: Upload MSE Registration Document/Declaration and Certificate as the case may be in respect of status of MSE in “Additional Doc 1 (Requested in ATC)” section available under ‘Documents required from

		seller' link.
2.	LOCAL SUPPLIER STATUS OF THE BIDDER As per Clause No. 6.1 (k) of NIT	• 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 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. NOTE: Upload the Local Supplier Status of the Seller Certificate in respect of local supplier status in “Additional Doc 3 (Requested in ATC)” section available under ‘Documents required from seller’ link.
3.	Undertaking As per Clause No. 6.1 (i) of NIT	An Undertaking on their letter head regarding relatives as employees of company, Dispute resolution clause (in case of partnership firm), local supplier status of the Bidder etc. as per the format given in Tender Document, as per ANNEXURE-VIII of Bid Document NOTE: Upload duly filled-in and signed Undertaking against “Additional Doc 3 (Requested in ATC)” section available under ‘Documents required from seller’.
4.	VALID PAN, GST & LEGAL STATUS As per Clause No. 6.1 (b), (c) and (d) of NIT	i) Document for PAN: Valid PAN card issued by Income Tax department, Govt. of India. ii) Document for GST iii) Document for LEGAL STATUS NOTE: Upload Valid PAN, GST Document and Legal Status in single pdf document in “Additional Doc 4 (Requested in ATC)” section available under ‘Documents required from seller’ link by merging these 3 documents into single one pdf document.
5	BID SUBMISSION CONFIRMATION (BSC)	To Be Uploaded by bidder (on their letter head) as enrolled online on GeM Portal at the time of submission of bid against to be uploaded by bidder in “Additional Doc 2 (Requested in ATC)”
6	GENERAL TECHNICAL EVALUATION	To Be Uploaded by bidder (on their letter head) as enrolled online on GeM Portal at the time of submission of bid against

	SHEET	to be uploaded by bidder in “ Additional Doc 2 (Requested in ATC) ”
7	Mandate Form As per Clause No. 3.10 of NIT	As per bid document. (Annexure-V) NOTE: Upload Mandate form in “ Additional Doc 2 (Requested in ATC) ” section available under ‘Documents required from seller’ link.
	NOTE: Only one file in .pdf format can be uploaded against each eligibility criteria as per extant GeM provision. Therefore, all relevant applicable documents to support the information/declaration furnished by Bidder against eligibility criteria must be uploaded by the Bidder in the same .pdf file to be uploaded against respective eligibility criteria.	

(ii) Documents to be accepted unconditionally by the bidder / seller.

Sl. No.	Eligibility criteria	Document description	Scanned documents to be uploaded by Bidder
1.	Letter of Bid and Undertaking regarding genuineness of the information furnished online and authenticity of the documents uploaded online in support of his eligibility as per the format given in Tender Document. As per Clause No. 6.1 (g) of NIT	If the bidder / Seller participated in the GeM bid, it implied that bidder /Seller has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in Annexures VI & VII respectively.	NIL

7. Financial Bid: As per functionalities available on GeM portal.

8. Validity Period of Offer

The rates offered should be valid for 120 days after the last date of submission of Bid. However, extension of bid validity shall be done as per functionalities of GeM Portal.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made as per the features and functionalities of GeM portal. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

9. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.

10. The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.
Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on GeM portal only.
11. **SAVINGS CLAUSE:** As per clause 5 of GeM GTC, terms and conditions under prevalent GeM “General Terms and Conditions (GTC), Service Level Agreement (SLA) of Respective Catalogue of Service (If Available), Miscellaneous Terms And Conditions For Services and subsequent updates/amendments thereafter available at <https://gem.gov.in>” is found to be conflicting with contents of Buyer added bid document along with its ancillary documents, the later shall prevail and will have overriding effect. Furthermore, it is also clarified that whenever contents relating to clauses of instant main NIT are conflicting with the contents getting mirrored / mentioned elsewhere in the ancillary document the former will have its overriding effect.

General Manager (Civil/Welfare)
CED HQ, BCCL.

BUYER ADDED BID SPECIFIC ADDITIONAL TERMS & CONDITIONS (ATC)

(This document is a part of e-Tender Notice)

SECTION- 1 INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1. The Bharat Coking Coal Limited invites bids for the work as mentioned in the GeM bid. The Bidders should submit bid for the whole work mentioned in the GeM bid.
- 1.2. The successful Bidder will be expected to complete the Work by the Intended Completion Date specified in the tender document.

2. ELIGIBLE BIDDERS: Refer clause No. 5 of NIT.

- i) The bidder must be registered under appropriate authorities i.e. must be registered with Service Tax authorities/Income Tax/EPF/ESI authorities/ PSARA/ PAN etc;
- ii) Joint Ventures (JV) are not permitted in the procurement of Other (Non-Consulting) services for Estimated Contract Value (ECV) $\leq$ 2.0 Crore.
However, for Estimated Contract Value (ECV) $>$ 2.0 Crore, Joint Ventures (JV)/Consortium are allowed to participate.
- iii) Must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished;
- iv) A consistent history of litigation or arbitration awards against the Applicant may result in disqualification;

3. ELIGIBILITY CRITERIA OF THE BIDDER: Refer clause No. 6 of NIT

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT:

The Bidder, at the Bidder's own responsibility and risk, may be encouraged to visit at their own cost, and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services.

7. CONTENT OF BIDDING DOCUMENTS:

The set of bidding documents comprises the documents listed below as issued online by the Employer, addenda issued in accordance with Clause 9 and also documents generated online as per features and functionalities of GeM portal.

1. Notice Inviting Tender.
2. Instructions to Bidders.
3. Conditions of Contract (Buyer Added ATC).
4. Scope of work/Bill of Quantities.
5. Forms of Securities and form of Article of Agreement.
6. Pre-contract Integrity Pact (if applicable)
7. Code of Integrity for Public Procurement (CIPP)
8. Proforma for e-Mandate
9. Guidelines on Debarment of firms from Bidding
10. Other documents, if required as per GeM portal.

8. CLARIFICATION OF BIDDING DOCUMENTS: Refer clause No. 4 of NIT.

9. CORRIGENDUM TO NIT: Corrigendum should be issued only in exceptional cases as per the extant procedure and e-procurement guideline prevailing in the Company.

10. LANGUAGE OF BID

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

11. BID PRICES

11.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The Bidder shall quote prices/percentage for all items of the Works described in the Bill of Quantities. The 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.

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

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

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

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

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

However, in case Contractor is GST unregistered Bidder/dealer or GST registered under composition scheme in

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

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

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

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

11.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

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

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY: Refer clause No. 8 of NIT

14. BID SECURITY/EARNEST MONEY DEPOSIT: Refer clause No. 3 of NIT

15. SIGNING AND SUBMISSION OF BID:

- In order to submit the Bid, the bidders have to get themselves registered online on GeM portal (<https://gem.gov.in>). The registration should be in the name of bidder/Seller

EXAMPLE: If any bidder/seller willing to participate in the tender as an individual/ partnership firm/ Joint Venture, the bidder should enroll/register their Company name on the website **Government e-Marketplace (GeM Portal - i.e. <https://gem.gov.in>)** as mentioned hereunder:

Name of the bidder as per Legal Status	Type of company	Enrolment should be in the name of
ABC / ABC Enterprise	Individual/Proprietorship	ABC / ABC Enterprise
ABC Construction	Partnership Firm	ABC Construction

- The Bidder will submit their bid online. No off-line bid shall be accepted.

- The Bidders will have to accept unconditionally the online User Portal Agreement which contains the

acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

- d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the **GTE** Template and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder online through acceptance in GTE, 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.

- e. The Bidder will have to make the payment of EMD as per relevant provision of NIT.
- g. The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time as mentioned in the NIT.
- h. The information will be provided by the Bidder by filling up relevant data through a form in an objective and structured manner.
- i. For online submission of tender the Bidders will have to upload the following-

All the confirmatory documents as prescribed in the NIT and TPS (if applicable) in Cover-I and "Price-bid" in Cover-II.

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

- i) **Letter of Bid:** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in **GTE** (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.
- ii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of information/declaration submitted by the Bidder are to be uploaded in the respective link while submitting his/her bid.
- iii) **BOQ:** The Bill of Quantity will be uploaded during tender publication. Bidder/Seller may refer the enclosed BOQ in the Buyer Added ATC while quoting their price in GeM portal. The overall price in terms of percentage quoted by the bidder/seller in GeM portal shall be applicable for all the items of work covered in the said BOQ and the same will be considered as item wise quoted rate by the bidder/seller for the purpose of execution of work. L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition.

16. DEADLINE FOR SUBMISSION OF BIDS:

16.1 Bids shall be submitted online on GeM portal within the deadlines prescribed as per GeM Portal.

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

17. MODIFICATION AND WITHDRAWAL OF BIDS:

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 on GeM portal as per provisions of GeM portal.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded.

For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issuance of GeM contract on GeM portal with the following provision of penal action:

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

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

Note:

- a. In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be CMD of CIL/Subsidiary Company.
- b. In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be Director of CIL/Subsidiary Company.
 - i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment of firms from Bidding shall be followed for taking above penal action.
 - ii. Penal action against clauses above will be enforced from the date of issue of such order.
 - iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

18. OPENING OF BID: As per functionalities available on GeM portal

19. EVALUATION OF BIDS:

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

19.2 Evaluation of Tender

I. For One Part System:

A. After opening of bid, the documents submitted by L-1 bidder in cover I as enlisted in the GeM Bid will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder in GEM Portal. If the L-1 bidder complies with the eligibility requirement as per GEM Bid, then the bidder will be considered eligible for award of Contract.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information/ declaration furnished in GEM Portal/Bid Submission Confirmation (BSC) or in case corresponding document have not been uploaded by the L1 bidder then the same will be sought through GeM Portal 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 "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The 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.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.

C. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online against the information/declaration furnished online and generated by the system as Bid Submission Confirmation Sheet. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

D. In case the L-1 Bidder submits requisite documents online as per GeM Bid, then the bidder will be considered eligible for award of contract.

E. In case the L-1 bidder fails to submit requisite documents online as per GeM Bid or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder shall be forfeited and the tender shall be cancelled and re-tendered (with the same or different quantity, as per the instant requirement).

F. 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 up to 7 days. The clarification shall be taken in online mode in the GeM portal only.

G. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered (with the same or different quantity, as per the instant requirement).

H. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.

I. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in BCCL.

III. The following clauses are applicable:

A. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time-

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.

ii) In case of more than one such MSEs are in the price band of L-1 + 15% and matches the L-1 price, the work may be shared proportionately if the job can be split.

If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L-1 is other than MSE. If MSE is a L1 Bidder, full work will be awarded to such Bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE Bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 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 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.

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 Crore 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 Crore Rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

vii) 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.

B. Procurement Preference to Make in India.

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:

- i. '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.
- ii. '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.
- iii. '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
- iv. '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.
- v. '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%.

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

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

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.
- II. 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: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
 - iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

III. Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who

would be awarded the contract, should be all and only 'Class I Local suppliers'.

- b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. Requirement for specification in advance:

The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content:

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate with UDIN 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.
- c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
- d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e) False declarations will attract debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under

law.

- f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the 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, in the manner prescribed below.
- g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

I. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - a) Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is

required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of CIL/Subsidiary.

- b) CIL/Subsidiary whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, for the next 5 years on their respective website (**Note:** To be monitored by Project Monitoring Division).

i. Procurement from Startups shall be applicable for Works/Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by GoI from time to time.

- i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.
- ii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.
- iii. To waive off the requirement of experience and turnover criteria for Startups, the details of work Experience and Financial Turnover during bidding on the portal, a pre-defined input shall be prescribed in the NIT to be filled up by startups so that they comply the portal logic. A confirmatory document for being a Startups shall be prescribed in the NIT which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered.
- iv. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

19.3 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the scanned documents uploaded by Bidder and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

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

19.4 Contract on GeM portal will be generated, after competent approval and financial concurrence of TCR.

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

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

20. PROCESS TO BE CONFIDENTIAL

20.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such, however, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

20.2 It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of

bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from the Bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the GeM bid.

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

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

21 . EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

22 EVALUATION AND COMPARISON OF BIDS

22.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 21.

22.2 The evaluation of Bid, by the Employer shall be done as per Clause No. 19.

22.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

22.4 No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification or as per the functionalities available on GeM Portal relating to representation / challenge made by the disqualified bidders/sellers (If any). This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

22.5 Bid evaluation shall be done after taking into consideration overall quoted percentage/price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.

22.6 There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope,

schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

23. AWARD CRITERIA

Subject to Clause 22, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price/percentage, provided that such Bidder has been determined to be:

- eligible in accordance with the provisions of Clause 2; and
- qualified in accordance with the provisions of Clause 3.

24. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

24.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer through GeM portal prior to expiration of the Bid validity period.

24.2 The notification of award of work by generating contract on GeM portal will constitute the formation of the Contract.

24.3 The work order shall be issued by Area GM for the contracts awarded from Company HQ, after submission of Performance Security and Additional Performance Security (if any) by the Contractor as per schedule with following details:

- Time schedule for Execution of Formal written Agreement.
- Any other salient detail as per standard format (to be decided at Subsidiary level).

Note: For the works awarded with the approval of Area GM or by an Authority of lower level, the practice of issuance of Work Order, signing of Agreement etc. may be followed as decided at Subsidiary Level.

The Agreement will incorporate all agreements between the Employer and the successful Bidder and shall be executed within 14 days of confirmation of Performance Security and Additional Performance Security (if any) submitted by the Contractor as per contract conditions.

In case of failure to enter in to agreement within the specified period, the contract will be terminated in accordance to Clause 9 of Conditions of Contract (GTC).

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

24.4 In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder through GeM portal and the Earnest Money shall be refunded to unsuccessful Bidders as per relevant provision of NIT.

24.5 The Contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the Contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the Contractor free of cost and the original is to be retained by the Company. For any additional copy, additional cost to be charged.

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

25. PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of two parts:

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

The Security Deposit shall bear no interest

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

26. Employment of Labour:

26.1 Contractors are to employ, to the extent possible (as per policy decision of the Company valid from time to time), local project affected people and pay wages not less than the wages fixed (notified and prevalent during execution of the work for mining activity) by the Company and guidelines incorporated at Clause 12 of GTC. CIL/ Subsidiary companies shall specify such rates in their bid.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the Contractor which shall be in accordance with the following guidelines:

1. The Contractor must be mandatorily registered as employer under the CMPF Act and allied scheme and shall submit details of their workers with the CMPF number, wherever required. The contractor shall submit CMPF registration certificate before signing of agreement.
2. If any employee of a Contractor is not a member of any Provident Fund, he shall be required to become a member of CMPF scheme immediately, for availing benefits therefrom.
3. Where the employees of a Contractor are members of EPF scheme, the Contractor shall provide appropriate facilitation to those employees who voluntarily opt for conversion from EPF Schemes to CMPF Schemes.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident

Fund, as the case may be, to the Competent Authority annually or as and when asked. Bidder shall also submit copies of statutory returns.

Note:

However, if the basic rate of wages of labour as fixed by CIL (i.e. with respect to HPC wages) is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary.

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

26.3 The Contractor's workmen shall be paid through Bank.

27. Legal Jurisdiction

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

28. Downloading bid document

- i) The Bidders will download the Bid documents from the website. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The

downloading facility shall be available as soon as the bid is notified and up to the period of submission.

- ii) The Bidders will be required to submit an undertaking that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.
- iii) The bid document as available online on GeM portal shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

29. Integrity Pact (As Applicable)

Bidders are required to accept the pre-contract integrity pact as available in the Bid document.

30.1 Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the CIPP as available in the Bid document (Annexure-X). This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership/JV/Consortium Firms, all partners shall sign at the time of agreement.

30. Change in the Constitution of Contracting Agency.

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

31. Miscellaneous.

- 31.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rate/percentage.
- 31.2 The site for work may be made available in parts.
- 31.3 Throughout the bidding documents, the terms 'bid' and "tender" and their derivatives are synonymous.
- 31.4 Provisions related to instructions to bidder shall be a part of agreement.

32. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries: As per features and functionality of GeM portal.

33. Workmen Safety and Insurance: The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC (Special Conditions of Contract) ; and

- (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The Procuring Entity shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.



Bharat Coking Coal Limited



भारत कोकिंग कोल लिमिटेड
(कोल इण्डिया लिमिटेड की एक अनुषंगी कंपनी)
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(एक मिनिरातन कंपनी / A Miniratna Company)
(भारत सरकार का उपक्रम / A Government of India Undertaking)

34. **Liquidated Damages for Delay in Performance:** As provided by concerned user department and GEM GTC.
35. **Penalty for non-performance:** As provided by concerned user department and GEM GTC.
36. **Price Adjustment:** As provided by concerned user department.

SECTION-II
CONDITION OF CONTRACT
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "Contractor" / "Contractors" wherever occurs means the successful Bidder/ Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a Company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the Company for Contractor's use.
- v. 'Tender Accepting Authority' shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the Company to approve the Tender.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-In-Charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the Contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In- Charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the Contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge/Designated Officer-in-charge.
- viii. The 'Contract' shall mean the Notice Inviting Tender, the tender as accepted by the Company and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, schedule of quantities with rates and amounts, Schedule of work. Until the formal agreement is signed between the Owner and the Contractor, LOA/GeM Contract/Work Order together with Contract Document, shall constitute the Contract.
- ix. The 'Works' shall mean the works required to be executed in accordance with the contract or parts

thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-In-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

- x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the Company and the amendments issued from time to time.

Note: -Functional Directors of Subsidiaries to approve the Schedule of Rates for Coal Transportation, wagon Loading, etc.

- xi. 'Contract price' shall mean

- a) in the case of lump sum contracts the total sum for which tender is accepted by the Company.
- b) in the case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the Company with or without any alteration as the case may be.

- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender and Instruction to Bidders,
- (iii) Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement,
- (iv) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the Bid/Tender document issued to the Bidder,
- (v) Scope of works/Bills of Quantities,
- (vi) Finalized work programme,
- (vii) Integrity Pact as applicable as decided by different Subsidiary Companies
- (viii) Guidelines on Debarment of firms from Bidding,
- (ix) Code of Integrity for Public Procurement.
- (x) Any other document, if required.

- 2.1 After acceptance of Bid and on execution of Contract/issue of Work Order to proceed with the work, as the case may be, the Contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), excepting those drawings to be supplied during the progress of work. The Contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-In- Charge, his representatives or any other officials authorized by the Company for the purpose.

- 2.2 None of these documents shall be used by the Contractor for any purpose other than this

contract and the Contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

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

- 3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the Tender Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.
- 3.3 Any difference detected in the tender/tenders submitted, resulting from:
 - a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.
 - b. discrepancy in the amount quoted by the Contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. discrepancy in totaling or carry forwards in the amount quoted by the Contractor shall be corrected.

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

4. SECURITY DEPOSIT:

4.1 Security Deposit shall consist of two parts:

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

The Security Deposit shall bear no interest.

- 4.2. Performance Security (first part of security deposit) should be 5% of annualized value of contract amount excluding GST or contract amount excluding GST whichever is less and should be submitted within 21 days of issuance of LOA/GeM contract on GeM portal, by the successful bidder in any of the forms given below
 - a. Payment through NEFT/RTGS in the designated account of BCCL as indicated in the LOA/Wo.
 - b. A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank.

The BG issued by outstation bank shall be operative at its local branch..... or branch at.....

- c. Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.

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

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

- (a) at Bidder's option by a Scheduled Bank or
- (b) by a Foreign Bank located in India and acceptable to the Employer.
- (c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract/extended period of contract (if any), whichever is more.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

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

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

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

For State Bank of India:

Name of beneficiary and his details	Name	Bharat Coking Coal Limited
	Area	Head Quarter
	Bank Account no.	35160317947
	Department	Civil Engineering Department, BCCL, HQ, Koyla Nagar, Dhanbad
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch, Bank More, Dhanbad	
IFSC Code	IFSC Code : SBIN0000066	
Customer ID	80288729233	

Or

For ICICI Bank:

SFMS Field No.	Details
7035	IFSC Code : ICIC0000196
7036	ICICI BANK LTD, MUNICIPAL HOLDING NO 576/577 SHASTRI NAGAR, BANK MORE, DHANBAD, JHARKHAND, PIN-826001 Account No : 019605001057
7037	BCCL508459233

Note: For availing the email service BCCL needs to ask its vendors (BG Applicant) to specifically ask BG issuing Bank to mention the code **BCCL508459233** in field no 7037 of IFN760COV/ IFN67COV so as to enable the email id's tagged with the account to receive advised BG over emails.

All SMS fields have to be mandatory filled up and no field is to be left blank

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

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

In case the successful Bidder fails to submit the Performance Security within the stipulated time then the following actions shall be taken:

- Cancellation of award of work.*
- Forfeiture of the Earnest Money/Bid Security.*
- Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.*
- The Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/ Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.*

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

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

SAFE CUSTODY AND MONITORING OF SECURITIES-

The BG Details after confirmation and acceptance shall be entered in SAP by Associate Finance and its validity expiry shall be monitored through SAP. The BG shall be sent by Associate Finance to Corporate Finance CIL/ Subsidiary for safe custody. Extension of bank guarantees and other instruments, where warranted, should be sought immediately and implemented within their validity period.

For release of BGs, the proposal shall be forwarded by EIC with their recommendations in accordance with the contract conditions, for approval by the Competent Authority with the concurrence of the Finance Division.

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

4.4 All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as Retention Money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year

4.5 Refund of Security Deposit:

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

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company.

Performance Security (1st part of security deposit) shall be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

The Retention Money (2nd part of security deposit) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months , subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department

4.6 Additional Performance Security (APS):

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

demonstrate its capability to deliver the contract at the offered price, BCCL may reject the bid / Proposal.

Additional performance security (APS): (applicable for item rate as well as percentage rate tenders):

Additional performance security (APS) shall be applicable if the quoted price (excluding GST) is below 15% of the updated/justified cost (excluding GST), finalized by the Procuring Entity. The amount of such additional performance security shall be the difference between 85% of the updated/justified cost (excluding GST) finalized by Procuring Entity and quoted price (excluding GST).

1. ~~_____ The updated/justified cost is the estimated cost put to tender.~~

_____ (OR)

2. Justified price as on the last date of Bid submission shall be furnished by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder.

Additional performance security (APS) shall be furnished by the bidder along with normal Performance Security as per Clause No. 4 of GTC. Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

In case the successful Bidder fails to submit the Additional Performance Security within the stipulated time then the following actions shall be taken:

- Cancellation of award of work.
- Forfeiture of the Earnest Money/Bid security.
- Any due amount to the contractor against the work done shall be treated as a part of the damages suffered by the company and shall not be paid to the contractor.
- The Company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

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

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

This additional performance security will not carry any interest and shall be released in the following manner:

- 30% of Additional performance security will be released after 60% of the total work is completed.

- ii. 50% of Additional performance security will be released after 80% of the total work is completed.
- iii. 100% of Additional performance security will be released after total work is completed.

5. DEVIATIONS/ VARIATIONS IN QUANTITIES: AS PER FUNCTIONALITIES AVAILABLE ON GEM PORTAL.

6. TIME FOR COMPLETION OF CONTRACT-EXTENSION THEREOF, DEFAULTS AND COMPENSATION FOR DELAY:

AS PER FUNCTIONALITIES AVAILABLE ON GEM PORTAL.

7. PENALTY FOR NON-PERFORMANCE: AS PROVIDED BY CONCERNED USER DEPARTMENT AND GEM GTC.

8. QUALITY ASSURANCE:

The Contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-In-Charge. The Engineer-In-Charge may issue from time to time further detail instructions/directions in writing to the Contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary.

9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

AS PER FUNCTIONALITIES AVAILABLE ON GEM PORTAL

10. ACTIONS AFTER PARTIAL CANCELLATION/TERMINATION OF CONTRACT:

AS PER FUNCTIONALITIES AVAILABLE ON GEM PORTAL

11. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:

On completion of the work and notifying the same by the Contractor to the Engineer- In-Charge, Completion Certificate shall be issued by the Engineer-In-Charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of Security Deposit shall, however, be made as per relevant Clause of the contract.

12. DISPUTES RESOLUTION

1. Normally, there should not be any scope for dispute between the buyer / Company and seller / contractor after entering a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the contract, leading to a dispute between the buyer / Company and the seller / contractor. Therefore, the conditions governing the contract should contain suitable provisions for the settlement of such disputes or differences binding on both parties.
2. All disputes and differences between the parties, as to the construction or operation of the contract, or the respective rights and liabilities of the parties on any matter in question or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Engineer-in-charge and the contractor within thirty (30) days from one party notifying the other of such matters, whether before or after the completion or termination of the contracts, shall be referred to as a "Dispute".
3. The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims, citing relevant contractual clauses to the Engineer-in-charge, and requesting to invoke the dispute resolution mechanisms as available in the contract.

Excepted Matters

Matters for which provision has been made in any clause of the contract shall be deemed as 'excepted matters' (matters not disputable), and decisions of the Company, thereon, shall be final and binding on the contractor. The 'excepted matters shall stand expressly excluded from the purview of the Dispute Resolution Mechanism. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the contractor signs the contract.
4. Issues related to contractual action/ termination of contract etc., by the Company on account of fraud, corruption, debarment of contractors, criminal or wilful negligence of the contractor etc.
5. Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
6. Provisions incorporated in the contract, which are beyond the purview of the Company or are in pursuance of policies of Government, including but not limited to
 - a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government.
 - b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
 - c) Purchase preference policies regarding MSEs and Start-ups

SETTLEMENT OF DISPUTES WITH THE CONTRACTOR

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

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

The dispute is to be resolved as per following stages:

In first stage dispute shall be referred as given below:

Scenario	The dispute shall be referred to:
For works executed at Area / sub-area / project level where Area GM is not Engineer-in-charge (EIC) and EIC is under the administrative control of Area GM:	Area GM
For works executed at Area / sub-area / project level and Area GM is Engineer-in-charge:	HOD (concerned department), Subsidiary HQ
For works executed at / through HQ level where HOD (concerned department) is not Engineer-in-charge (EIC) and EIC is under the administrative control of HOD	HOD (concerned department), Subsidiary HQ / CIL, as the case may be.
For works executed at / through HQ level and HOD (concerned department) is Engineer-in-charge	Serving officer not below the rank of HOD / E8, nominated by concerned Director.

If dispute still persist even after 60 days (extendable by another 30 days with mutual consent) of receipt of representation to Engineer-in-charge, then the Dispute shall be attempted to be resolved, as far as feasible, before recourse to courts, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein:

a) Adjudication

b) Mediation

NOTE: While processing a case for dispute resolution/ litigation, the Company may take legal advice at appropriate stages.

Adjudication

1. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the concerned Director, Subsidiary / CIL for invoking resolution of the dispute through Adjudication.
2. Concerned Director Subsidiary / CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).
3. During his adjudication, the Adjudicator shall give the contractor an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

NOTE: If differences still persist, the settlement of the dispute or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

For other contracts, if not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the contractor may proceed to invoke the process of Mediation as follows.

Mediation

- (i) Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of concerned Subsidiary / CIL. A neutral third party, known as the Mediator, facilitates the mediation process.
- (ii) **The Mediation Act and a Mediation Agreement:** The Mediation shall be conducted as per The Mediation Act 2023.
- (iii) **Guidelines for Mediation:** Department of Expenditure, Ministry of Finance has issued guideline on Mediation. Government departments/ entities/ agencies are encouraged to adopt mediation under the Mediation Act 2023 and/ or negotiate amicable settlements to resolve disputes. Where necessary, e.g. matters of high value, they may proceed in the manner discussed below:
 1. Company, may where they consider appropriate, e.g. in high-value matters (where amount of dispute / claim value is more than the DoP of concerned Director), constitute a High-Level Committee (HLC) (minimum 03 members) for dispute resolution, which may include the following (this composition is purely indicative and not prescriptive):
 - i. A retired judge.
 - ii. A retired high-ranking officer and/ or technical expert.

2. In cases where a HLC is constituted, the Company may either
 - i. negotiate directly with the other party and place a tentative proposed solution before the HLC or
 - ii. conduct mediation through a mediator and then place the tentative mediated agreement before the HLC or
 - iii. use the HLC itself as the mediator.
 3. This will enable decisions taken for resolving disputes in appropriate matters to be scrutinized by a high-ranking body at arms-length from the regular decision-making structure, thereby promoting fair and sound decisions in the public interest, with probity.
 4. There may be rare situations in long-duration works contracts where a renegotiation of the terms may best serve public interest due to unforeseen major events. In such circumstances, the terms of the tentative re-negotiated contract may be placed before a suitably constituted High-Level Committee before approval by the competent.
 5. Mediation agreements need not be routinely or automatically included in procurement contracts/ tenders. The absence of a mediation agreement in the contract does not preclude pre-litigation mediation. Such a clause may be incorporated where it is consciously decided to do so. **(NOT TO BE PART OF TENDER DOCUMENT)**
 6. Disputes where the methods outlined above are unsuccessful should be adjudicated by the courts.
- (iv) **Appointment of Mediator(s):**
1. Mediators can be of any nationality and must be registered with the Mediation Council of India (MCI) or empanelled by a court-annexed mediation centre or empanelled by an Authority constituted under the Legal Services Authorities Act, 1987 or empanelled by a mediation service provider (MSP) recognised by MCI.
 2. Within 30 days of receipt of the “Notice of Mediation”, the CMD of subsidiary / CIL after consultation with concerned Legal department shall propose names of three likely mediators from its panel, asking the other party to choose one as Mediator. The mutually accepted mediator shall then be appointed to conduct mediation.
 3. If parties do not agree on the mediator, they can approach a mediation service provider (“MSP”, recognised by MCI), who shall appoint a mediator based on the suitability and preferences of the parties within 7 days.
 4. In contracts having an Integrity Pact, Independent External Monitors (IEMs) can be appointed as mediators, as per the Standard Operating Procedure (SOP) issued by the Central Vigilance Commission (CVC).
 5. After a mediator is appointed, they must disclose any conflict of interest. Either party can seek a replacement of the Mediator after such disclosure.
- (v) **Venue:** Mediation must be conducted within the territorial jurisdiction of the Court, which has jurisdiction to decide the dispute unless both parties agree to do it online or at the HQ of the subsidiary / CIL where the contract has been executed.

Online Mediation: The Act allows parties to opt for online/ virtual Mediation, which shall be deemed to occur within the jurisdiction of a competent court. The Act also requires online mediation communication mechanisms to ensure confidentiality.

(vi) **The Process:**

1. The Mediator independently and impartially encourages open communication and cooperation between disputing parties to reach an amicable settlement, but he does not have the authority to impose a settlement upon the parties to the dispute. The parties shall be informed expressly by the mediator that he only facilitates in arriving at a resolution of the dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
 2. Unlike court proceedings, Mediation is informal and flexible and allows for creative problem-solving and exploration of various solutions. The Code of Civil Procedure or the Indian Evidence Act, 1872 shall not be binding on the mediator.
 3. Confidentiality: Subject to the other provisions of the Mediation Act 2023, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely: —
 - i. acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;
 - ii. acceptance of, or willingness to, accept proposals made or exchanged in the mediation;
 - iii. documents prepared solely for the conduct of mediation or in relation thereto;
 - iv. any other mediation communication.
 - v. No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants, including the mediator and mediation service provider, whether conducted in person or online, to ensure the confidentiality of the mediation proceedings.
 4. The mediator initially meets the parties separately and communicates the view of each party to the other to the extent agreed upon by them. He assists them in identifying issues, advancing better understanding, clarifying priorities, and exploring areas of the parties' responsibility, identifying common interests, and encouraging compromise. He then meets them jointly to encourage a mutually acceptable resolution. At any stage of the mediation proceedings, at the parties' request, the mediator may suggest a dispute settlement in writing.
- (vii) **Termination of Mediation:** The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non-settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.
- (viii) **Mediated Settlement Agreement (MSA):**
As per Section 49 of Mediation Act, Notwithstanding anything contained in this Act, no dispute including a commercial dispute, wherein the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them is a party, the settlement agreement arrived at shall be

signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.

If the parties resolve the dispute and execute a mediated settlement agreement (“MSA”), then the Mediation is successful. An MSA is a written agreement settling some or all disputes and may extend beyond the disputes referred to mediation. It must be valid under the Indian Contract Act, signed by both parties and duly authenticated by the Mediator for the parties or the MSP. The Act provides options for MSA registration. During the pendency of proceedings, parties can also execute other agreements, settling some of the subject- matter disputes.

1. **Challenge to MSA:** MSA can be challenged within 90 days on limited grounds of (a) fraud, (b) corruption, (c) impersonation, and (d) subject matter being unfit for Mediation.
2. **Execution of MSA:** If there is no challenge or a challenge is unsuccessful, the Act ensures that the MSA is binding and enforceable, akin to a judgment or decree. This means that if one party fails to comply with the MSA, the non-defaulting party has a right to enforce it through the Court.
3. **Costs:** The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.
4. **No claim of Interest during Mediation proceedings:** Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till the execution of the settlement agreement if so arrived. If parties cannot resolve the dispute, either party shall claim no interest from the date of notice invoking Mediation until the date of Termination of Mediation Proceedings.
5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

1. Mobilization Advance

- i) No mobilization advance is payable for works whose estimated value is less than Rs 10 Cr. Mobilization advance shall be provided in certain specialized and capital intensive works as decided by BCCL.
- ii) In the case of turnkey work whose estimated value is Rs 10 Cr and above a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iii) In case of other civil works valued Rs 10 Cr and above mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iv) Interest on mobilisation advance will be charged at the rate of CIL's borrowing rate under cash credit arrangement as on date of disbursement and to be compounded quarterly.
- v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid. However, the full amount of mobilization advance with interest will be recovered maximum within scheduled date of completion as per agreement.
- vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.
- vii) Part Bank Guarantee (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.
- viii) In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.
- ix) Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.
- x) Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

2. Application of Price Variation Clause.

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract

without any penal action as detailed in clause no. 2.6. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is less than one year.

b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.

c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company.

2.1 Escalation/ De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - L_0}{L_0}$$

Where:

VL= Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

L₀ = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to L₀ during the period to which the escalation/de-escalation relates.

2.2 Escalation /De-escalation on Materials: The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$V_m = W \times \frac{B}{100} \times \frac{M - M_0}{M_0}$$

Where :

V_m = Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

M = Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

M_0 = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

2.3 Escalation/ De-escalation on POL: The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below:

$$V_f = W \times \frac{C}{100} \times \frac{F - F_0}{F_0}$$

Where :

V_f = Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

C =Component of POL expressed as percentage of the total cost of the work taken from Table -1.

F = Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

F₀ = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

2.4 While calculating the value of "W" the following may be noted : The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than one year.

2.6 Application of Price Variation Clause during extended period of Contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.

iv) If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.

No payment will be made by applying "FROZEN INDICES "under any circumstances.

Table – 1

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works :

SI	Particulars	A% (Labour Component)	B% (Material Component)	C% POL Component)	Remarks
1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil.	
9	For only labour oriented works of maintenance nature.	100	Nil	Nil	

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

SAFETY CODE.

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. The contractor must follow the laws, codes and standards laid down in this regard. The workmen must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/ overturning and damage to building from vibrations/ cave-ins from construction activities. Engineer must ensure that contractor does not adopt any short-cut in this regard. Appointment of site safety engineer by the contractor is a mandatory requirement (in case estimated cost is Rs 100 Cr or more). In tenders with estimated cost is less than Rs 100 Cr, site in-charge of the contractor will also act as safety engineer. In case estimated cost of Rs 100 Cr or more, the engineer shall engage safety experts to carry out frequent safety audits and mandate correct measures.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 $\frac{1}{2}$ ") for ladder upto and including 3 m (10ft) in

length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching : All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition : before any demolition work is commenced and also during the progress of the work,
 - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
- a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.

- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - f) Overall shall be worn by working painters during the whole of working period.
 - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

SPECIAL TERMS AND CONDITIONS

1. The contractor shall be informed about the work to be taken up through the “Registered e-mail/ writing/ verbally (to be regularized in writing with-in 7 days of verbal instructions) ”. The contractor has to carry out such works within the time frame described against that particular item of work.
2. The satisfactory completion report for any works or part of the work is to be given by the contractor to the departmental officers immediately after such completion.
3. When registers get completed, these will be handed over to the Engineer-in-charge or his authorized representative. It will not be returned to the contractor and the same will remain the property of CIL/Subsidiary.
4. Staff employed by the contractor should be well behaved & polite and any complaint of misbehaviour shall be taken very seriously and the agency will immediately have to remove such staff from the site by making alternative arrangement against the de- faulters. For this purpose, “misbehaviour” shall be as defined by the department.
5. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. Entire responsibility due to negligence on account of security/ safety or otherwise shall be of agency for his labour. CIL/Subsidiary shall not be at all responsible for any mishap, injury, accident or death of the agency’s staff. No claim in this regard shall be entertained/ accepted by CIL/Subsidiary.
6. For noncompliance or partial compliance of execution of items, the Engineer-incharge reserves his rights to levy compensation in accordance with the scale of non- conformity and the period for with this non-conformity continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor. The amount to be recovered in such cases shall be decided by CIL/Subsidiary and shall be final and binding on the contractor.
7. Proper record shall be maintained of all dismantled materials received from day to day maintenance work though the same shall be the property of CIL/Subsidiary and shall be deposited by the contractor to the concerned sectional officers of the department.
8. Contractor shall be fully responsible for any damages caused to Govt. or allottees' property by him or his laboures in carrying out the work and shall be made good by the contractor at his own cost.
9. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall extend his full cooperation wherever required to other agencies.
10. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to bear all such restrictions and adjust the programmer for execution accordingly.
11. The contractor shall also make arrangement for photography/videography so that photographs/ video can be taken of any specific activity at any point of time.

12. The agency should maintain a stock register for material purchased and consumed for maintenance work. This register should clearly indicate date wise receipt of material and material consumed on work. The agency should also maintain a register for un- serviceable material received during repair work.
13. A recovery of Rs. 1000.00 per unattended / unsatisfactory complaint shall be made from the running/final bill of the agency for any delay etc. the decision of the Engineer-in-charge shall be final & binding upon the agency.
14. All the malba or rubbish, construction waste or any other waste collected/ obtained from dismantling or otherwise during the maintenance and execution of the work have to be collected at the centralized place as per the instructions of the Engineer-in-charge. Nothing extra shall be paid for transportation and arrangement of disposal place except otherwise mentioned in BOQ item, if any.
15. The measurement of work carried out by the contractor shall be taken and recorded as per the prevailing engineering practices. All payments against the items listed in the BOQ shall be made as per the work carried out, measured and found satisfactory.
16. The bidder must have all kinds of licenses in relevance to the execution of all the stated works (like pest control license, labour license etc.).
17. The contractor cannot deny to execute any particular item of work instructed by Engineer-in-charge, with the plea that they haven't received their outstanding payments, or on the plea of having weak cash flow or 'poor' financial conditions. Any such denial in any form shall attract penalties.
18. From start of the work labours are required to be deployed per day including Sundays and holidays as per BoQ and instruction of EIC.
19. Before start of the work, details of total labour engaged are to be submitted to the EIC. Any change of labour deployment must be informed to the EIC.
20. Materials required for the maintenance of garden like, scissors, knives, Grass cutting machine etc . should be provided time to time. Fuel, tools, machineries etc required for Garden maintenance purpose will be supplied by the agency.

NOTE:-

In case of any mismatch between the clauses of “Conditions of Contract” and “Special Terms and Conditions”, the clauses of Special terms and Conditions shall prevail.

SCOPE OF WORK

During the contract period, the garden premises and entire Office or Residential Complex shall be kept clean, spick and span to the satisfaction of Engineer-in-charge. Maintenance of entire garden features (hedge, lawn, trees, shrubs, seasonal beds and all other features) of Residential Complex, scope of which includes the following:

- i. Regular watering of plants, seeds, seedlings, saplings, lawn, etc.
- ii. Regular weeding of unwanted plants to keep the lawns and other green features, free from weeds.
- iii. Application of manure to plants, trees, shrubs, hedges, beds, etc as and when required or as per the instruction of Engineer-in-charge.
- iv. Regular lawn mowing.
- v. Regular hedge trimming.
- vi. Replacement of withered trees, plants, shrubs, hedges, etc in ground and in pots, within time.
- vii. Regular trimming of plants, trees and shrubs. Frequency shall be as directed by Engi-neer-in-charge.
- viii. Supplying good earth/manure to potted plants as well as plants on ground in a timely manner. Frequency shall be as directed by Engineer-in-charge.
- ix. Removal of dried leaves and branches of trees and plants and disposing the garden waste thereof.
- x. Spraying insecticides, pesticides, and fungicides of equivalent approved brand as speci-fied by as and when required and advised by Engineer-in-charge.
- xi. Creeper plants means of grafting, cutting, etc., as directed by Engi-neer-in-charge.
- xii. Maintenance of nursery on a regular and/or as and when required basis, as per direc-tion of Engineer-in-charge.
- xiii. For maintenance of rose bed, agency shall be responsible for:
 1. Replacement of dead plants with new rose saplings.
 2. Regular pruning as well as plucking of dry flowers without damaging the plants.
 3. Regular weeding of rose plant basins, to keep it free from weeds.
 4. Spraying and dusting of insecticides/pesticides as and when required depending on the magnitude of infection.
- xiv. Cleaning of all area including whole garnening area.
- xv. Control over pests and insects. The agency shall strictly use only those insecticides, fun- gicides, and pesticides, the specifications of which shall be as directed by Engineer- in-charge. It shall be responsibility of the agency to ensure that the entire garden features of CIL Residential Complex remains pest and disease-free.
- xvi. All gardening consumables required for the work like earthen pots, china clay pots, brass pots, good earth, manure, fertilizers, bamboo, vermi-compost, neem oil cake, mustard oil cake, urea, etc., shall be supplied by the agency on time as per direction of Engineer-in-charge.
- xvii. Agency shall ensure highest standard of horticulture working, as well as supervision for entire Office or Residential Complex.
- xviii. The agency shall provide all necessary tools and plants like lawn mower, brush cutter, garden hose pipe, etc., all conforming to the specifications mentioned in this tender document and as per direction of Engineer-in-charge. There should be provision for du-plicate sets to make good during repairing of the above tools. Sharpening of the tools, and equipment shall be carried out

by the contractor on an as and when required basis. Repairing and servicing of any such equipment shall be carried out by the contractor at his cost, so as to ensure smooth operation of services.

- xix. The agency shall mandatorily make available a manually driven/operated van rickshaw for ease of mobility of gardening tools, tackles, consumables, pots, gardening consumables, waste etc. for Office or Residential Complex.
- xx. The agency shall ensure availability of equipment in Office or Residential Complex. The number of equipment and additional equipment may be delivered (especially during monsoon) on an as and when required basis.
- xxi. Cutting the grasses, unwanted weeds and climbers/creepers from all divisions of the garden including fencing and boundary walls, as directed by engineer-in-charge.
- xxii. Mowing, brushing, shaping and dressing the shrubs, topiary, grasses regularly and weeding on a regular basis.
- xxiii. Utmost care should be taken by the agency during the cleaning operations so that no damage is caused to the plant parts which are being maintained.
- xxiv. Maintenance of pathways, lawn, meadows, palm groves, road sides, etc. The rank vegetation and weeds growing in the expansion joints of the road, corners of the entire complex, kerbstone, joints of pathways, rim of storm water drains and catch pits, etc., shall be cleaned and cleared from time to time. Weedicides required to remove such rank vegetation and weeds from the entire complex shall be sprayed at regular intervals as directed by engineer-in-charge.
- xxv. Preparation of beds and pots, digging for preparation of pits, pruning, spraying insecticides and fungicides, etc.
- xxvi. The agency should have specially trained staff for cutting the stiff grasses such as ulu, dhoob, mutha, etc.
- xxvii. On occasions like visit of VIP, inauguration to be carried out etc., the garden premises shall be kept utmost tidy, totally cleaned in less than two days which shall be carried out on priority basis.
- xxviii. Agency shall be responsible for all other maintenance features with regard to horticultural works and shall be responsible to execute all those works as directed by Engineer-in-charge.

GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 Bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
 - xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.

xv) False declarations w.r.t Make in India Order.

xvi) In case of supply of substandard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

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

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

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

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

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

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

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.
9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
- a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.
- A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e Procurement portal of CIL).

BILL OF QUANTITY (BOQ)

(To Be Uploaded by bidder (on their letter head) as enrolled online on GeM Portal at the time of submission of bid against “Financial Document Indicating Price Breakup required” section).

1. Salient features of tender

Sl. No	Particulars	Tender details
1	Tender Inviting Authority (TIA):	GM (Civil/Welfare)/CED HQ, BCCL
2	Name of Work	Maintenance of Garden, Lawn, Flower Pot/Bed etc. for Two (02) years in CMD Bungalow at Jagjiwan Nagar.
3	NIT No.	
4	ITC Available/Not Available	ITC Not Available
5	Category of Services	Other Taxable Services
6	Rate of GST	18%

2. Price Schedule:

Sl. No.	Description of Items	Quantity	Unit	Rate (₹)	Amount (₹)
1	Supplying and stacking of good earth at site including royalty and carriage up to 1 km (earth measured in stacks will be reduced by 20% for payment).	60.00	cum		
2	Supplying and stacking sludge at site including royalty and carriage up to 1 km (sludge measured in stacks will be reduced by 8% for payment).	60.00	cum		
3	Mixing earth and sludge or manure in the required proportion specified or directed by the Officer-in-charge	120.00	cum		
4	Spreading of sludge, dump manure or/and good earth in required thickness (Cost of sludge, dump manure or/ and	120.00	cum		

	good earth to be paid separately).				
5	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliages, creepers etc. including hoeing,weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mover and brush cutter with fuel and other T & P material/articles shall be provided by the contractor.) and as per direction of officer in charge. Permanent office accommodation.(1Mali for 1.25Acre)	69600.00	Per Sqm/ per Month		
6	Maintenance of cement potted plants at ground floor in flats and ground floor bungalow,office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge (For of Cement pots 300 no)	24000.00	Per Pot/ Per Month		
7	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, edge, flower beds, foliages, creepers etc. including hoeing,weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting	36463.44	Per Sqm/ per Month		

	by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing of lawn with good earth and menure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide, lawn mover and brush cutter with fuel & other T & P material/ articles shall be provided by the department.) Permanent office accommodation. (1Mali for 1.25 Acre)				
8	Providing and laying Neelgiri/Mexican grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and than rolling the surface with light roller make the surface smoothen and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of officer-in-charge.	400.00	sqm		
9	Providing and displaying of Areca Palm having ht. 1.20 m to 1.50 m with 5 to 6 suckers, well developed, fresh and healthy with lush green foliage in 25 cm size of Earthen pot/Plastic pot & as per direction of the officer-in-charge.	250.00	each		
10	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Cosmos hybrid	15.00	per tray		
11	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Dahlia double	15.00	per tray		
12	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease	15.00	per tray		

	in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Daisy hybrid				
13	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Marigold French Hybrid dwarf	15.00	per tray		
14	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Marigold Inca hybrid	15.00	per tray		
15	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Petunia hybrid	15.00	per tray		
16	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Aster dwarf	15.00	per tray		
17	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Pansy Hybrid	15.00	per tray		
18	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Poppy double	15.00	per tray		
19	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease	15.00	per tray		

	in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Salvia Hybrid different colour				
20	Providing and stacking of winter seasonal seedling/cutting at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge Alyssum	15.00	per tray		
21	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge. Balsam seedling	15.00	per tray		
22	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge. Cosmos hybrid	15.00	per tray		
23	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge. Gomphrena	15.00	per tray		
24	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge. Kochia	15.00	per tray		
25	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge. Sunflower Dwarf	15.00	per tray		
26	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from	15.00	per tray		

	disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge. Vinca Hybrid				
27	Providing and stacking of summer & rainy seasonal seedling at site of work well developed and healthy free from disease in per tray and each tray having 100 Nos plants as per direction of the officer-in-charge. Zinnia hybrid	15.00	per tray		
28	Providing and Displaying Bougainvillea named variety, Sobhra, Thima, Marry palmar, Cherry Blossom etc. well developed with fresh & healthy bushy in full bloom 75 to 90 cm ht. in 40 cm Cement Pot as per direction of the officer-in-charge.	50.00	each		
29	Providing and Displaying Budded Rose (H.T. variety) 3 to 4 healthy branch 30 cm and above ht. well developed with one and above flower plant in 20 cm Earthen Pot, as per direction of the officer-in-charge.	200.00	each		
30	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material. Beyond 30 cm girth upto and including 60 cm girth	40.00	Each		
31	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material. Beyond 60 cm girth up to and including 120 cm girth	15.00	Each		
32	SUPPLY OF MANURE (KARANJ KHALLI)	600.00	Kg		
33	SUPPLY OF MANURE (DAP)	120.00	Kg		
34	SUPPLY OF MANURE (UREA)	120.00	Kg		



Bharat Coking Coal Limited



भारत कोकिंग कोल लिमिटेड
(कोल इण्डिया लिमिटेड की एक अनुषंगी कंपनी)
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(एक मिनीरत्न कंपनी / A Miniratna Company)
(भारत सरकार का उपक्रम / A Government of India Undertaking)

35	SUPPLY OF MANURE (BONE MEAL)	120.00	Kg		
36	SUPPLY OF MANURE (ROSE MIXTURE)	120.00	Kg		
37	SUPPLY OF MANURE (ORGANIC)	120.00	Kg		
38	SUPPLY OF MANURE (SUPER PHOSPHET)	90.00	Kg		
39	SUPPLY OF MANURE (ROGER)	18.00	kg		
40	Plastic flower pot 10 inch dia	160.00	each		
41	Plastic flower pot 12 inch dia	120.00	each		
42	Plastic flower pot 14 inch dia	40.00	each		
43	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	250.00	cum		
Total Estimated Cost excluding GST					
Add GST @ 18% (As Applicable)					
Total Quoted Rate in GeM Portal (including GST)					

Signature of the Bidder with seal.

Date.....

ANNEXURE-II

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/Subsidiary Cos. Acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/srepresented 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 execute.....
(Name of the work) 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/ proprietorship/ joint venture/consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Section 1 - Commitments of the Principal

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

information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 01 (One) Year and maximum of 2 (Two) years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e "Commitments of Bidder(s) / Contractor(s)".
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (2) If the Contractor is a partnership or Joint Venture (JV)/Consortium, this agreement must be signed by all partners or JV/Consortium members.
- (3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13- Other Legal Actions.

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

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Witness 2:

(Name & Address)

ANNEXURE- A'

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

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization-signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.
2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.
The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.
3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 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:

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

ANNEXURE-III

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY OF THE CONTRACT.

To

.....

.....

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)



Bharat Coking Coal Limited



भारत कोकिंग कोल लिमिटेड
(कोल इण्डिया लिमिटेड की एक अनुषंगी कंपनी)
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(एक मिनीरत्न कंपनी / A Miniratna Company)
(भारत सरकार का उपक्रम / A Government of India Undertaking)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

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

ANNEXURE-IV

BANK GUARANTEE FOR RELEASE OF RETENTION MONEY DEDUCTED FROM RUNNING ON ACCOUNT BILLS

To

.....

.....

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)



Bharat Coking Coal Limited



भारत कोकिंग कोल लिमिटेड
(कोल इण्डिया लिमिटेड की एक अनुषंगी कंपनी)
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(एक मिनीरत्न कंपनी / A Miniratna Company)
(भारत सरकार का उपक्रम / A Government of India Undertaking)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

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

ANNEXURE-V

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.																					
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)																					
RTGS CODE																					
Account Type	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 Bharat Coking Coal Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :



Bharat Coking Coal Limited



भारत कोकिंग कोल लिमिटेड
(कोल इण्डिया लिमिटेड की एक अनुषंगी कंपनी)
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(एक मिनीरत्न कंपनी / A Miniratna Company)
(भारत सरकार का उपक्रम / A Government of India Undertaking)

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 Banks.)

ANNEXURE-VI

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

FORMAT OF “Letter of Bid”

To,

The Tender Committee

Bharat Coking Coal Limited

Sub.: Letter of Bid for the work **“Maintenance of Garden, Lawn, Flower Pot/Bed etc. for Two (02) years in CMD Bungalow at Jagjiwan Nagar.”**

NIT Ref.: BCCL/CED/TC/GEM-01/2026-27/265 dated 08.07.2026

Dear Sir,

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

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

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

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

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

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 BHARAT COKING COAL LIMITED

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

ANNEXURE-VII

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

FORMAT OF UNDERTAKING

We solemnly declare that:

I/We am/are submitting Bid for the work of “**Maintenance of Garden, Lawn, Flower Pot/Bed etc. for Two (02) years in CMD Bungalow at Jagjiwan Nagar**” against NIT No. **BCCL/CED/TC/GEM-01/2026-27/265 dated 08.07.2026** and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

1. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
2. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
3. I/ We hereby authorize department to seek references / clarifications from our Bankers.
4. 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.
5. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
6. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the**



Bharat Coking Coal Limited



भारत कोकिंग कोल लिमिटेड
(कोल इण्डिया लिमिटेड की एक अनुषंगी कंपनी)
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(एक मिनीरत्न कंपनी / A Miniratna Company)
(भारत सरकार का उपक्रम / A Government of India Undertaking)

Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

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

9. We hereby confirm that we shall deploy matching equipment etc. of required capacity as per NIT either owned or through hiring.
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and debarment of our firm and all partners of the firm etc from bidding, as per the tender document.

ANNEXURE-VIII

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, DISPUTE RESOLUTION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

PROFORMA FOR UNDERTAKING

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

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

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

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

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

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

Or

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

*** Delete whichever is not applicable.**

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

Or

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

** Delete whichever is not applicable.

4. We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to dispute resolution..

(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work “**Maintenance of Garden, Lawn, Flower Pot/Bed etc. for Two (02) years in CMD Bungalow at Jagjiwan Nagar**” against NIT No/Tender ID BCCL/CED/TC/GEM-01/2026-27/265 dated 08.07.2026 meet the minimum local content requirement and has local content:

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

*Delete whichever is not applicable.

Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, 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.

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

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

OR

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

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

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

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
9. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

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

***Delete whichever is not applicable**

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

[Note: In case of Joint Venture Firm/Partnership firm, the undertaking must be signed by all the partners of the Partnership Firm / Joint Venture (JV) firm].

AGREEMENT FORM

This agreement, made the _____ day of _____ 2020...between _____
(name and address of the Employer) (hereinafter called "the Employer")
and _____ (name and address of the Contractor)
(hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute
_____ (name and identification number of Contract) (hereinafter called "the Works") and the
Employer has accepted the Bid by the Contractor for the execution and completion of such Works
and the remedying of any defects therein.

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 Contractor as hereinafter mentioned, the Contractor 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 Contractor 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) Contractor's Bid
 - (iv) Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities and
 - (viii) Scope of work and conditions of Contract
 - (ix) Integrity Pact
 - (x) Any other document listed in the bid document/ Contract as forming part



Bharat Coking Coal Limited



भारत कोकिंग कोल लिमिटेड
(कोल इण्डिया लिमिटेड की एक अनुषंगी कंपनी)
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
(एक मिनीरत्न कंपनी / A Miniratna Company)
(भारत सरकार का उपक्रम / A Government of India Undertaking)

of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor

Signature of Witness

(Name , address & Date)

Annexure-X

Code of Integrity for Public Procurement (CIPP)

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to submit sign declarations to this effect while processing PR on ERP of CIL. To implement it uniformly and mandatorily, this undertaking shall be in-built in the PR format in ERP of CIL. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

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

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

The Bidders shall comply the above provision of “Conflict of Interest” and submit an undertaking with respect to Clause No. 4.2 (d) & 4.2 (e) in GTE.

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

Note (Not part of tender document):

In the above case, approval of Tender Accepting Authority shall be taken. In case Board/CMD of CIL/Subsidiary is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained; and

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

3. Obligations for Proactive Disclosures

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

various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

fcontract

4. Punitive Provisions

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

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

NOTE FOR INFORMATION TO THE BIDDERS: Bidders are required to accept the CIPP as available in the Bid document online at e-procurement portal of CIL. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms/JV/CONSORTIUM all partners shall sign at the time of agreement.

NOTE FOR INFORMATION TO THE PROCURING ENTITY: A declaration shall be obtained from Procuring Officers for adherence to CIPP at the time of TC recommendation

BID SUBMISSION CONFIRMATION (BSC)

(To Be Uploaded by bidder (on their letter head) as enrolled online on GeM Portal at the time of submission of bid against)
 (to be uploaded by bidder in Additional doc 2)

To,
 The Tender Inviting Authority (TIA),

Name of Work		Maintenance of Garden, Lawn, Flower Pot/Bed etc. for Two (02) years in CMD Bungalow at Jagjiwan Nagar	
NIT No.			
Name of the Bidder (If bidder is JV, then the name of JV shall be entered, not the Lead Partner submitting bid on behalf of JV)			
Registered Address		Name of Partners / Directors /Proprietor	
Postal Code		Authorized Representative Name	
Company's Legal Status		Phone	
Correspondence Email		Mobile No.	

Signature of the Bidder

Annexure-XII

(To Be Uploaded by bidder (on their letter head) as enrolled online on GeM Portal at the time of submission of bid against)

(to be uploaded by bidder in Additional doc 2)

GENERAL TECHNICAL EVALUATION SHEET

Sl. No.	Particulars	Expected Value	Bidders Compliance
1	Does the bidder abide by the provisions of Code of Integrity for Public Procurement (CIPP).	Yes	
2	Does the bidder abide by the provisions of Make in India Policy for Local Supplier.	Yes	
3	Does the Bidder have gone through all clauses of UNDERTAKING and agrees to upload duly filled-in and signed copy of these documents in the prescribed Format as per Annexure-VIII of tender document (As applicable)..	Yes	
4	Does the Bidder have gone through and unconditionally ACCEPT all clauses of Letter of Bid (Annexure-VI), Undertaking regarding Genuineness of the information (Annexure-VII).	Yes	
5	Does the Bidder have valid PAN Card issued by Income Tax Deptt. Govt. of India.		
6	Does the Bidder possess document for Legal Status i.e. Affidavit/ any other document (Individual/ Proprietorship), Partnership Deed (Partnership Firm), MoA and Article of Association with Certificate of Incorporation (Company).	Yes	
7	Does the Bidder possess the relevant document i.e. Self-Certification giving the percentage of local content to satisfy the Percentage of Local content.	Yes	
8	Does the Bidder possess valid GST Reg. certificate in case of registered bidder or valid certificate issued by practicing CA with UDIN in case of unregistered bidder OR In case of Joint Venture, does each Indian Partner of JV possess GST Reg. Cert.	Yes	
9	Does the bidder submit MSE Registration Certificate or Declaration w.r.t status of MSE as applicable as per Checklist of NIT.	Yes	
10	Does the bidder fulfill criterion of EARNEST MONEY DEPOSIT (EMD) as per requirements of NIT/Bid Document.	Yes	

Signature of the Bidder