

 भारत 2023 ONE EARTH - ONE FAMILY - ONE FUTURE सेंट्रल कोल्फील्ड्स लिमिटेड)कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी(CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Ltd.)	 	Office of GM(CSR) Corporate Social Responsibility Department, CCL,Darbhangha House,Kutchery Road, Ranchi - 834029. फ़ोन/Ph: 0651- 2360500/8987784142 ,ई-मेल /Email : gmsdncsr.ccl@coalindia.in वेबसाइट /Website http://www.centralcoalfields.in
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संख्या.: सीसीएल /एस डी एंड सीएसआर/ निविदा/23-24/288

दिनांक: 24.07.23

निविदा सूचना

e-TENDER NOTICE Tenders are invited online (**TWO PACKET SYSTEM**) on the website of **Government e-Marketplace (i.e GeM Portal - <https://gem.gov.in>)** from the eligible bidders as stipulated in the eligibility criteria for the following work: -

Description of work	Location	Estimated Cost of Work (Including GST) (In ₹)	Earnest Money (In ₹)	Period of Completion (In Days)
On site preparation and provision of buffet style hot and fresh food (Breakfast, Lunch, Snacks & Dinner) to Boarding students residing at hostel of STI, Gandhi Nagar, Ranchi and CCL KI LAADLI Hostel at Jawahar Nagar Colony, Kanke, Ranchi as per approved weekly menu on daily basis for one year under CSR Scheme of CCL.	Gandhi Nagar Colony & Jawahar Nagar Colony, Kanke, Ranchi	83,06,760.00	1,03,900.00	1 year (i.e. 366 days)

i) Details of GST Registration of CCL:

GSTIN of CCL	Jharkhand (JH)
	20AAACC7476RHZT

ii) For Tender related details, the prospective bidder(s) may contact the following officers;

Tender Inviting Authority	Contact Person(s) /Tender Dealing Officer(s)
Mr. L. Balakrishna General Manager (CSR),CCL Ph no.- 8987784142	Ms. Sakshi R.Horo(Manager/CSR) Ph.no. 8987786227

For Site visit of location of work, the prospective bidder(s) may contact Sri Mario Tanuj Ekka, Assistant Manager (Personnel) /CSR, Mob No. 8987785533.

2. Time Schedule of Tender:

Sl. No.	Particulars	Date (DD:MM:YYYY)	Time (HH:MM)
a.	Bid Publication Date	24.07.2023	
b.	Bid End Date/Time	08.08.2023	5:00 p.m
c.	Bid Opening Date/Time	08.08.2023	5:30 p.m

महाप्रबंधक (एस डी एवं सी.एस.आर.)
(सी. सी. एल), रांची

Distribution:

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6. निविदा समिति सदस्यश्री राजीव रंजन -, प्रबंधक-कार्मिक) प्रशासन,(श्री सुकान्ता कुमार, गंतायत, उप
प्रबंधक) वित्त(पेट्रोल-, श्रीमती साक्षी रेनी होरो प्रबंधक)असैनिक.सामाजिक निगमित दायित्व /(
7. महा प्रबंधक /(असैनिक)सामाजिक निगमित दायित्व
8. सहायक प्रबंधक)कार्मिक /(सामाजिक निगमित दायित्व
9. सूचना पट्ट

 G20 भारत 2023 ONE EARTH - ONE FAMILY - ONE FUTURE सेंट्रल कोल्फील्ड्स लिमिटेड)कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी(CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Ltd.)	 कोल इंडिया Coal India  75 Azadi Ka Amrit Mahotsav	Office of GM(CSR) Corporate Social Responsibility Department, CCL,Darbhang House,Kutchery Road, Ranchi - 834029. फ़ोन/Ph: 0651- 2360500/8987784142 ,ई-मेल /Email :gmsdncsr.ccl@coalindia.in वेबसाइट /Website http://www.centralcoalfields.in
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NOTE: If number of bids received online is found to be less than three till bid submission end date, then last date of submission of Bid and Technical Bid Opening date will be manually extended for a period of Four days. In case of holiday, the due date of opening will be extended to next working day.

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.

Submission of EMD: As per provisions of GeM.

4. Pre-bid Meeting:

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held.

5. Clarification of Bid:

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

6. Eligible Bidders:

1. The Invitation for Bid is open to all Bidders / Service Providers registered in GeM Portal including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or Joint Ventures (JV). The registered Bidders / Service Providers shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in the Buyer Added ATC / GeM Bid.

2. **Joint Venture (JV):** Two or three Companies/Contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract. (Proforma of JV Agreement is attached in Buyer Added ATC as Annexure-V)

Joint Venture details:

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

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

Joint Venture must comply the following requirements:

- i. The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual member of the JV/Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice / Bid document. However, the required Working Capital shall be met by individual members of JV/Consortium as spelt out in the relevant Clause
- ii. The formation of JV or change in the JV character/ members after submission of the bid and any change in the bidding regarding JV will not be permitted.

- iii. The bid, and in case of a successful bid - the Agreement, shall be signed so as to legally bind all members jointly and severally and any bid shall be submitted with a copy of the JV Agreement providing the joint and several liabilities with respect to the contract.
- iv. The pre-qualification of a JV does not necessarily pre-qualify any of its member individually or as a member in any other JV. In case of dissolution of a JV, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The bid submission must include documentary evidence to the relationship between JV members in the form of JV Agreement to legally bind all members jointly and severally for the proposed Agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the members shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the members.

All the partners of a JV/Consortium may together authorize the Lead Partner to submit the bid on behalf of the JV/Consortium, along with an undertaking that in case of a successful bid, the work shall be executed by the JV/Consortium as per contract terms of the bid document.

Note: This authorization must be a part of the JV/consortium agreement if the Bid is submitted by the lead partner on behalf of the JV/Consortium. The JV must provide that the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the JV and the entire execution of the contract shall be done with active participation of the Lead Member.

- vii. The contract agreement should be signed by each JV members. Subsequent declarations/letters/documents shall be signed by Lead Member authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- viii. The bid should be digitally signed by a person authorized by all the members of the JV.
- ix. An entity can be a member of only one JV/Consortium. Bid submitted by JVs/ Consortium/Lead Partner, consisting of the common entities as member will be rejected.
- x. The JV Agreement may specify the share of each individual member for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xi. The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period, bid will be rejected. If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the members of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
- xii. JV Agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
Note: If the work is awarded to a JV firm, they will register the JV Agreement under Registration Act in accordance with law.
- xiii. JV/Consortium shall open a bank account in the name of JV/Consortium and all payments due to the JV/Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN, GST registration etc. shall be submitted by JV/Consortium, at the time of execution of Agreement.
- xiv. The JV/Consortium must enroll in the e-Procurement portal with the name of the firm as appearing in the JV/Consortium agreement, whereas they may enroll in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its

name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement.

- xv. If a Bidder participates as Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

Note: Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two)crores.

3. 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.
4. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable.

7. Eligibility Criteria:

- A. WORK EXPERIENCE:** The Bidder must have experience of works (includes completed/ ongoing) of similar nature valuing 50 % of the Annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the Estimated value of the work (for completion period up to one year) put to Tender, in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Required Work experience details

Annualized Estimated Value in Rs.	Required Experience Value in Rs.
83,06,760.00	41,53,380.00

Valid duration for considering qualifying period for having above work experience any consecutive period of 365 days (one year).

Definition of Similar works: -

“Running of the Canteens of PSUs / Government departments/ institutions / organizations / companies /large guest houses serving meal to minimum of 50 persons per day”.

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

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

Note:

1. **The updated / equivalent value of executed works shall be calculated manually by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which the said GeM bid has been invited.**
2. **Bidders / Service Providers are required to submit those work experiences which falls in the same consecutive 365 days of any year during the last 7(seven) years ending last day of month previous to the one in which bid applications are invited to get the benefit of 7% simple weightage.**

[In case of JV/Consortium, Work Experience shall be met collectively by all the members.]

Information to be furnished in the Work Experience Format (Annexure – VI):

- i. Start date and end date (i.e. consecutive 365 days) of any year during last seven years ending last day of month previous to the one in which bid applications are invited for which work experience of the bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature) which must fall within the date range (i.e. start date and end date) as specified in point i above.
- iii. Work Order Number/ Agreement Number of each experience.
- iv. Name & address of Employer/Work Order Issuing authority of each experience.
- v. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or the actual % of share in case of a Joint Venture/ Consortium/ Partnership firm).
- vi. Executed Value of work against each experience.
- vii. In case the bidder is a Joint Venture/ Consortium, the work experience of any one, two or three of the individual partners of JV/ Consortium or the JV/ Consortium itself may be furnished as the work experience of the bidder.

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

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing all the information as furnished in the Work Experience Format provided at Annexure – VI.

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

Note: A sample checklist for work experience certificate is enclosed as Annexure-VIII.

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

[In case of JV/ Consortium, the lead member shall have to possess at least 50% share and all other members shall have to possess at least 25% share in the Working Capital].

Required Working capital details

Annualized Estimated Value in Rs.	Required Working Capital in Rs.
83,06,760.00	16,61,352.00

Information to be furnished in the Working Capital Format (Annexure – VII)

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the Bidder/ Service Providers possesses the required Working Capital.
- iii. Name of the Chartered Accountant (CA).
- iv. Membership Number of CA who certifies the Bidder's working capital on a particular date.
- v. Date of Issue of Certificate.
- vi. Unique Document Identification Number (UDIN).

In case the Bidder is a Joint Venture/Consortium, the working capital of the individual members of the JV/Consortium will be added together.

Scanned copy of documents to be uploaded by Bidders / Service Providers (CONFIRMATORY DOCUMENT):

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder in the Working Capital Format provided at Annexure – VII.

Note: A sample checklist for working capital certificate is enclosed as Annexure – IX.

C. PERMANENT ACCOUNT NUMBER (PAN):

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of valid Permanent Account Number (PAN) card.

Scanned copy of documents to be uploaded by bidders (As Per CHECK LIST)

D. Performance Certification:

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

- a. The bidders' performance, as per format at **Annexure-XIX** for each work completed and in- hand should be certified by the concerned organization. The certificate should also indicate the compliance of statutory requirements.

E. Food license for Catering/Canteen services:

The bidder should possess a relevant Food Safety and Standards Authority of India Registration/License as per provisions of FSS Act, 2006.

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

- a. Scanned copy of license to be uploaded by bidders in support of information/ declaration furnished online by the bidder as Confirmatory Document.

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

The bidder should be either

GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of supporting document in respect of GST.

The following documents depending upon the status w.r.t GST is required to be submitted 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 from a practicing Chartered Accountant having membership number with institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules of India.

Note: If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.

Scanned copy of documents to be uploaded by bidders (As Per CHECK LIST)

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

G. 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 bidders are required to upload supporting document as per CHECK LIST.

Note: -

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate 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.

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.

8. Submission of Bid:

- a. (i). In order to submit the Bid, the Service Providers (i.e. bidders) have to get themselves registered online on the website of Government e-Marketplace (GeM Portal) i.e. at <https://gem.gov.in> (Refer Training Module section available at GeM Portal for guidance). The online Registration of the Service Providers (i.e. Bidders) on the GeM portal will be free of cost and one-time activity only. **The registration should be in the name of Service Provider /bidder.**
- ii). The bidders have to accept unconditionally all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.
- b. **OTHER IMPORTANT DOCUMENTS (OID) (Not to be recycled):** The Bidder has to upload the following documents during bid submission against "**Additional Doc 1 (Requested in ATC)**" and accept unconditionally in GTE (General Technical Evaluation) and **no recycling will be done for these documents: -**

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by BIDDERS against Eligibility Criteria
1.	Other Important Documents (OID)	i) Document for PAN: Valid PAN card issued by Income Tax department, Govt. of India. ii) Document for GST iii) Document for LEGAL STATUS
	PAN, GST & LEGAL STATUS (Not to be recycled)	NOTE 1: Upload Valid PAN, GST Document and Legal Status in single pdf document in “Additional Doc 1 (Requested in ATC)” section available under ‘Documents required from Service Provider’ link by merging these 3 documents into single one pdf document. NOTE 2: Information related to PAN, GST Registration & Legal Status applicable to Bidder, if available on GeM Portal or GST Portal shall be considered for evaluation in case the bidder fails to submit any of these documents regarding the same. NOTE 3: No recycling shall be done for the documents related to PAN, GST and Legal status of the bidder(s).

- c. **Confirmatory Documents: (CHECK LIST):** All the confirmatory documents as enlisted in the NIT in support of information submitted by the bidder are to be uploaded against “**Document Required from Service Provider**” section on GeM Portal by the bidder while submitting his/her/their bid.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by BIDDERS against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1.	WORK EXPERIENCE As per Clause No. 7 (A) of NIT	1. Start date and end date (i.e. consecutive 365 days) of any year during the last seven years ending last day of month previous to the one in which bid applications are invited for which work experience of bidder/ Service Provider is to be considered for eligibility. 2. Start date & end date of each qualifying experience (similar nature) which must fall within the date range (i.e. start date and end date) as specified in point 1 above. 3. Work Order Number / Agreement Number of each experience. 4. Name & address of Employer/Work Order Issuing authority of each experience. Bidders/ Service Providers are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as furnished by bidder in the Work Experience Format provided at Annexure - VI. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee. Note: A sample checklist for work experience certificate is enclosed as Annexure-VIII.

		5. Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a joint venture firm / Consortium/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as (100%). 6. Executed Value of work against each experience. 7. In case the Bidder is a Joint Venture/Consortium, the work experience of any one, two or three of the individual partners of JV/Consortium or the JV/Consortium itself may be furnished as the work experience of the Bidder.	NOTE: Relevant required documents are to be uploaded by the bidder / Service Provider in “Experience Criteria” section available under ‘Documents required from seller’ link.
2.	AVAILABILITY OF WORKING CAPITAL As per Clause No. 7.1 (B) of NIT	1. Amount of available working capital inclusive of lines of credit and availability of other financial resources. 2. Date on which the Bidder/ Service Provider possesses the required working capital. 3. Date of issue of W.C. Certificate by CA. 4. Name of the Chartered Accountant (CA). 5. Membership Number of CA who certifies the Bidder's working capital 6. Unique Document Identification Number (UDIN).	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder in the Work Experience Format provided at Annexure – VII. Note: A sample checklist for working capital certificate is enclosed as Annexure – IX. NOTE: Relevant documents are required to be uploaded by the bidder / Service Provider in “certificate (Requested in ATC)” section available under ‘Documents required from seller’ link.
3.	PERFORMANCE CERTIFICATION	Self-attested copy of performance certificate as per Annexure - XII should be uploaded for each work, referred by the bidder in online portal.	

		NOTE: Upload Performance Certification certificate against “Additional Doc 2 (Requested in ATC)” section available under ‘Documents required from Service Provider’ link by merging 2 documents (for sl.no.3 & sl.no.4) into single one pdf document.
4.	FOOD LICENSE FOR CANTEEN SERVICES	Self-certified copy of food license - a relevant Food Safety and Standards Authority of India Registration/ License under FSS Act,2006, issued by appropriate authority of any state /government of India NOTE: Upload Food License for Canteen Services document against “Additional Doc 2 (Requested in ATC)” section available under ‘Documents required from Service Provider’ link by merging 2 documents (for sl.no.3 & sl.no.4) into single one pdf document.
5.	MSE REGISTRATION CERTIFICATE AND SC/ST CERTIFICATE	1. Bidders/ Service Providers 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 3 (Requested in ATC)” section available under ‘Documents required from Service Provider’ link.
6.	LOCAL SUPPLIER STATUS OF THE BIDDER	• 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 Service Provider Certificate in respect of local supplier status in “Additional Doc 4 (Requested in ATC)” section available under ‘Documents required from Service Provider’ link by merging 2 documents (for sl.no.6 & sl.no.7) into single one pdf document.
7.	UNDERTAKING	Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8C of NIT, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc. as per the format given in the bid document at Annexure III. NOTE 1: Upload duly filled-in and signed Undertaking against “Additional Doc 4 (Requested in ATC)” section available

		under 'Documents required from Service Provider' link by merging 2 documents (for sl.no.6 & sl.no.7) into single one pdf document.
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9. LOB and UNDERTAKING (Genuineness): If the bidder / Service Provider participated in the GeM bid, it implied that bidder / Service Provider has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in **Annexures I & II** respectively.

10. Code of Integrity for Public Procurement (CIPP) as Annexure-IV provided in the bid document. If the bidder / Service Provider participated in the GeM bid, it implied that bidder / Service Provider has unconditionally accepted all the provisions as stipulated in the **Code of Integrity for Public Procurement (CIPP)** provided in **Annexure-IV**.

11. PRICE BID: As per functionalities available on GeM portal.

12. Bid Submission:

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

13. System Requirement:

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

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

15. EVALUATION OF BIDS:

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

15.2 Evaluation of Tender

A. After opening of Technical bid, the documents submitted by Bidder(s) in Technical bid 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 Bidder(s). If it confirms to all of the information/declarations furnished by the Bidder and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.

B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information/declaration furnished or in case corresponding document have not been uploaded by Bidder(s) 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 "Technical Clarification" 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.

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

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above. If the documents are in language other than Hindi/English then the bidder must upload duly notarised Hindi/English translated document of the same.
- D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online. The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the Bidder(s) submit(s) requisite documents online as per NIT, then the Bidder(s) will be considered eligible for opening of Price Bid.
- 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. The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
- H. In case Bidder(s) fails to confirm the entered/filled in information(s)/ declaration(s) and uploaded online while submitting the bid in GeM portal by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the Bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- I. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.

(Note: 'I' above not to be part of tender document.)

*When TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD level (i.e. FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD level, then approval of respective TAA is required.

- J. After Technical evaluation of tender by the Evaluator and price bid shall be opened online in the GeM portal as per functionality of GeM Portal. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on GeM Portal at rescheduled date and time.

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

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:

- 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%.

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-paragraphs 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 debarment 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).
- 15.3 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 in support of the information furnished by them 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.
- 15.4 Contract on GeM portal will be generated, after competent approval and financial concurrence of TCR.
- 15.5 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.

16 PROCESS TO BE CONFIDENTIAL

16.1 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.

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.

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

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

17 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

17.1 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.

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

18 EVALUATION AND COMPARISON OF BIDS

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

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

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

18.4 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/ Service Providers (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.

- 18.5 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.
- 18.6 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.

19 AWARD CRITERIA

Subject to Clause 18, 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:

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

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

20.1 Notwithstanding Clause 19, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

20.2 (A) Negotiations

- i) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:
 - a) Where the procurement is done on nomination basis;
 - b) Procurement is from single or limited sources;
 - c) Procurements where there is suspicion of cartel formation which should be recorded; and
 - d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.
- ii) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/ Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender

or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.

iii) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

iv) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:

- a) Negotiations must be carried out by the CA or TC only;
- b) It must be understood that, if the period of validity of the original offer expires before the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;
- c) The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in Annexure-X, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;
- d) A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per Annexure-X; and

Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in Annexure-XI. The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

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

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

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

1. If there are more than one lowest Bidder & splitting up of the work is allowed then work can be split to all bidders at L-1 Price.
2. If there are more than one lowest Bidder & splitting up of the work is not considered necessary, L-1 may be decided as under:

All L-1 Bidders may be advised to submit the reduced price online & final L-1 may be decided on the basis of revised (reduced) Price.

OR

Through "Reverse Auction" amongst the L-1 Bidders online, if "Reverse Auction" is available in online mode.

The above Principle may be followed for offline tenders also.

All factual details including complaints and negotiations, if any, to be brought out and reasons for recommendation of award to be recorded in TCR in detail.

The tender committee submits final recommendations (covering Part-I & Part-II) in detail along with minutes of the negotiation, if any and decision of the tender committee at each stage. The tender committee recommendations with the supporting documents are sent for approval of the competent authority through associate finance.

21. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

21.1 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.

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

21.3 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:

- a. Time schedule for Execution of Formal written Agreement.
- b. 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.

21.4 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.

21.5 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.

22. Employment of Labour:

22.1 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.

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

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

23. **Extension of Critical Date:** Buyer may extend the critical dates, manually if required.

24. **One Bid per Bidder:**

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

24.2 Conflict of Interest-

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

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

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

25. Refund of EMD:

If EMD is paid by the Bidder in the form of ePBG or DD or NEFT/RTGS then the EMD of rejected bidders will be refunded.

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

NOTE: Forfeiture of EMD shall be as per the provisions of GeM GTC.

26. Site Visit:

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

26.2 It shall be deemed that the Bidder has visited the Site/ Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site / Area or not and has taken all the factors into account while quoting his/her/their rates.

26.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

26.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

27. Taxes and Duties:

All duties, taxes (including Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be as per the provisions of GeM.

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

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

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

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

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

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

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

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

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

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

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

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

28. 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.

29. Technical Specifications:

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

30. Currencies of Bid and Payment:

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

31. Deployment of Manpower and Machineries:

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

32. Change in Constitution of the Contracting Agency:

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

33. Canvassing in Tender:

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

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the website of GeM prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dashboard on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order.

35. Bid Validity:

The validity period of the tenders shall be **120 (One Hundred Twenty) days** from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

36. Modification and Withdrawal of Bid: As per prevalent General Terms and Conditions of GeM.

37. Standard Operating Procedure for Withdrawal of Bid: As per prevalent General Terms and Conditions of GeM.

38. Postponement of scheduled date(s):

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

39. Public Enterprises preference:

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

40. Contract Agreement Document(s):

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

41. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

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

42. Prohibition of Child Labour engagement:

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

43. Implementation of CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

44. Splitting up of the work:

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

45. Legal Jurisdiction

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed. Jurisdiction for writ petition shall be in accordance to location of CIL/Subsidiary HQ i.e. **“Under Jurisdiction of RANCHI Court only”**.

46. Corrigendum:

Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on website of GeM (<https://gem.gov.in>) only. No separate notification shall be issued in the press. Bidders are therefore requested to visit respective website regularly to keep themselves updated.

47. 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: As Per Clause No.: 26 of GeM GTC (v4.0 dated 04.07.2022) titled as “Compliance of Restrictions under Rule 144 (xi) of GFR 2017”.

48. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16.2 of GeM GTC titled as “ARBITRATION.

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

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

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

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the GeM Portal prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dashboard online. On receipt of Letter of Acceptance (LOA)/Work Order/GeM Contract Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order **and forfeiture of the Earnest Money. In addition, the department may debar**

the bidder from participating in future bids for at least 12 months as per Guidelines of Banning of Business of CIL with intimation to all concerned and online blocking of bidder shall be done on receipt of written communication from the Tender Inviting Authority by escalating the issue through INCIDENT mechanism of GeM.

51. SUBMISSION OF 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.

- i. Performance Security (first part of Security Deposit) should be 5% of contract value to be submitted as per provisions of GeM.
- ii. 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.

52. SAVINGS CLAUSE: The other terms and conditions **NOT COVERED** under prevalent “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>” shall be as per the Bid Specific Additional Terms & Conditions (ATC), Special Terms & Conditions (STC) and Scope of Work (SoW) in addition to relevant provisions of Contract Management Manual (CMM) of Coal India Limited (CIL) and Guidelines for e-Procurement of Works and Services in CIL and subsequent amendments thereafter, which may be seen on www.coalindia.in under *Manual section*”.

53. This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However, in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

महाप्रबंधक) एस डी एवं सी.एस.आर.
(सी. सी. एल), रांची

SPECIAL TERMS AND CONDITIONS

- 1. Scope of work** is on site preparation and provision of buffet style hot and fresh food (Breakfast, Lunch, Snacks & Dinner) to Boarding students residing at hostel of STI, Gandhi Nagar, Ranchi and CCL KI LAADLI Hostel at Jawahar Nagar Colony, Kanke, Ranchi as per approved weekly menu on daily basis.

NOTE:One meal is equal to 1 breakfast+ 1 lunch+1 snack + 1dinner as per menu. The estimate no. of inmates to be served in this contract is 80 which may vary depending on students leaving/joining the scheme during period of contract.

- 2.** The contractor will also provide the same food to CCL ke Lal and CCL keLadli in their respective hostels. Monitoring or inspection of food to be served can be done by CCL authorities at any point of the contract.
- 3.** The work of supply of cooked food will have to be made on all days of the month except on such date/day to be notified in advance by the authority.

4. Payment Mode:

- i. In case where the hostel is fully closed, no payment will be made on such days.
- ii. Further, If CCL Management gives prior information a day before the working day (latest by 10 PM), regarding restricted quantity of meals to be provided on any day(s), the payment in such cases will be made against the actual (reduced) no. of meals provided.

5. Menu for the inmates of school shall be as follows:

Day	Breakfast	Lunch	Evening Refreshment	Dinner
Monday	Plain Paratha	Roti, Rice	Cream Roall/ Soya Chilli	Roti, Rice
	Mix Vegetable	Kadhi Bari	Tea	Channa Daal
	Mix sprouts(Moong & Channa)	Aloo Bhujia		Seasonal Green Vegetable
	Cornflakes With milk	Boondi Raita		Kheer
	Seasonal Fruit	Papad, Pickle, Salad		Papad, Pickle, Salad
Tuesday	Plain Paratha	Roti, Jeera Rice	Bread Chop Coffee	Aloo Paratha
	Mix Vegetable	Aloo Soyabin sabji		Dhaniya Chutney
	Cornflakes, milk	Massor Daal		Curd
	Seasonal Fruit	Green Vegetable		Sewai
	Mix sprouts	Bhujia		Papad, Pickle, Salad
Wednesday	Puri channa aloo	Roti, Rice	Veg Roll	Roti, Rice
	sabji			

	Cornflakes, milk Seasonal Fruit Mix sprouts	Fish Curry Palak Dal Aloo Bhujia Paneer Butter Masala (For Veg) Papad, Pickle, Salad	tea	Mix Dal Fry, Aloo dum Fruit Custard Papad, Pickle, Salad
Thursday	Paw Bhagi Cornflakes with milk Seasonal Fruit Mix sprouts	Roti, Veg pulao Mix Tawa Veg Dal Tadka Papad, Pickle, Salad	Kachouri (Stuffed with sattu) Coffee	Roti, Rice Rajma / Kabuli channa sabji Veg. Fry, Rosogulla/Sujji Halwa Papad, Pickle, Salad
Friday	Bread Omlette Cornflakes, milk Seasonal Fruit Mix sprouts	Roti Fried rice Channa dal Egg Curry/ Mix Veg.with paneer Pappad,salad,pickl e	Aloo Chop/ Pyaj pakori Chutney Tea	Sattu Paratha Dhaniya chutney curd Gajar Halwa
Saturday	Choole Bhature Cornflakes with milk Seasonal Fruit Mix sprouts	Khichdi Aaloo brinjal chokha Tomato chutney curd papad, salad, pickle	Veg pasta Veg Soup (Winter) Milk shake(Summer)	Roti,Rice Dal fry Matar Paneer Kheer/Moong Halwa Papad, salad, pickle
Sunday	Idli, Sambhar With Coconut Chutney Cornflakes with milk Seasonal Fruit Mix sprouts	Roti Rice Rahar Daal Seasonal Green Vegetable Aloo Bhujia Papad, Pickle, Salad	Biscuit Tea	Roti, Rice Mix Daal Chicken Curry Paneer Butter Masala Papad, Pickle, Salad Fruit Custard/ Gulab Jamun

The vegetables /fruits (as applicable) provided during the seasons should not be repetitive and vegetable/fruit chart will be prepared at the start of every month in consultation with representative of the institution/installation.

6. If the location of cooking and place of serving are different, the contractor will have to serve hot and fresh food for which no conveyance cost will be paid by the CCL.
7. All legal provisions incorporating legal, health, safety standards, licenses as required by various statutory bodies/ Govt. Regulations etc. needs to be complied by the contractor.
8. The successful bidder is required to set up own kitchen, by providing working tables, racks, vegetable storage/fridge/stowage, cutting machines, manpower of skilled, nature for specialized jobs, undertake monthly medical check-up (at own expenses) for chefs/cooks/stewards.
9. The successful bidder will provide cooked food in Steel Hotpot
If required and available, CCL will provide adequate space to the service provider while catering as per requirement at free of cost.
10. The dining hall / mess/dining space shall be maintained by the contractor in proper order. This includes daily setup, display of menu through a notice board, cleanliness of the premises (dining hall area/ mess/dining space & kitchen), any damage to the premises other than usual wear & tear shall be the responsibility of the vendor.
11. The contractor shall arrange own cooking utensils, serving table/buffet counter with adequate number of chaffing dishes, Bain Marie, serving plates, cutlery, crockery, spoons/forks, commercial cylinders, refilling of LPG cylinders, refrigerators, cooking range, fire extinguishers required for the work at the kitchen site dining hall etc.

Usage of coal/wood/charcoal for preparation of meals is prohibited.

In case of requirement of buffet, the contractor is required to provide own buffet counter (preferably, placed permanently for the duration of contract).

12. The CCL will provide electric connection for catering services as per requirement at free of cost.
13. No separate transport (cartilage) charges will be paid and service providers should quote the rates taking transport charges into account.
14. **Labour Clause:** The tenderer/s alone shall be liable to pay the wages and all other payments as may be due to their employees/men/workers engaged by the tenderer/s. The Tenderer/s shall also indemnify the CCL for any claims arising out death/injury or whatsoever, made by such employees/men/workers engaged by the tenderer/s.
15. The successful bidder will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard. In the event of any food poisoning/contamination, the contractor will be held fully responsible and will attract other penal actions under the law. The Service provider will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.
16. The service provider shall be responsible for compliance of the labour laws in respect of the personnel employed by them. The service provider shall be the employer for his workers and the CCL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers either directly or indirectly.

17. The service provider would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to the CCL in respect of each staff member.
18. The eatables will be served in neat and clean utensils (Branded cutlery only) and the cafeteria staff must be in proper uniform.
19. The service provider may also supply those eatable items which are not under the contract in case of any demand. The cost of such items may be fixed on MRP rates only.
20. Adherence to Government Rules, payment of wages, compliance of applicable rules and regulations, directives imposed by Competent Authority or instructions provided by the management from time to time including legal provisions of State Govt., Food Deptt., keeping in force applicable licenses etc. shall be the sole responsibility of the contractor. CCL shall not be responsible for any default on part of contractor and legal issues arising thereon or contractor's failure on any account whatsoever.
21. It shall be the sole responsibility of the service provider to obtain and keep ready necessary license/permissions from various government bodies and/or concerned local bodies and authorities for running catering services and produce the same before the concerned authority as and when asked for. An undertaking in this regard has to be given by the Service Provider.
22. In case eatables are sold by the Licensee after the expiry date as mentioned by the manufacture, a penalty of Rs.1,000/- will be imposed for each default.
23. Cooking material used should be of branded quality and ISI/ Ag mark/Food grade/FSSAI certified products ones. Spurious material local quality goods should not be used by the vendor. Branded cooking oil/ ghee/ flour/ pickle/rice/ salt/spices with date of manufacturing/ expiry thereof, batch no. etc. should be duly checked and maintained. In case any lapse is found, the Management has the right to reject food/deny payment/recover cost of such food or penalty as decided. The contractor shall be liable to pay the same.
24. The service provider shall ensure that all the employees, during their working hours, wear neat and tidy uniform and use hygiene gloves and hair mask supplied by the service provider. No employee shall be allowed to perform his duty without proper uniform.
25. The service provider shall not stock any inflammable or otherwise dangerous material, goods in any part of the allotted space which are fire prone and/or likely to cause health hazard to the people or damage to the property of CCL.
26. The service provider will deploy adequate manpower (experienced/well behaved service personnel/waiters etc.) in clean gloves and cap to maintain hygiene for work during working hours or even in late hours, on working days including other holidays, if required, according to the requirement of CCL.
27. The service provider shall be responsible for engaging adequate number of trained manpower required for providing good services in CCL.

28. The employees of the service provider should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
29. The service provider shall be responsible for timely payment of wages to his/her workers as per minimum Wages Act of Government and fulfill all other statutory obligations, such as, Provident Fund, ESI, GST etc. in force from time to time.
30. Employment of child labour is strictly prohibited under the law. Therefore, the service provider will scrupulously follow all the statutory provision in this regard at all times.
31. The service provider shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
32. The service provider shall at all times keep indemnified the CCL and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the service provider shall at his/her own cost and initiative at all times maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act. PF Act, etc. as in force from time to time.
33. The service provider shall be personally responsible for conduct and behavior of his staff and any loss or damage to CCL's moveable or immoveable property due to the conduct of the service provider's staff shall be made good by the service provider.
34. The service provider shall keep the working place and its surrounding areas clean and up to date sanitation after the services are over. The cleaning includes cleaning of utensils, kitchen, floor, counter, benches, tables, chairs, etc. CCL will have 24-hour access to inspect the premises at any time for ensuring the cleanliness and hygienic conditions of the kitchen and working premises.
35. The CCL reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold by the service provider. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the service provider immediately.
36. The service provider will use only branded raw material for preparation of items. The permissible brands of various items are given in the Annexure separately.
37. Care must be taken to ensure that, while carrying out the work, no fittings fixtures, furnishings, equipment provided by the CCL are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the service provider, failing which the same will be got done by CCL at the service provider's risk and cost. In this regard, the decision of the designated officer of CCL shall be final and binding on the service provider.
38. All work shall be carried out with due regard to the convenience of CCL. The orders of the concerned authority shall be strictly observed.
39. The service provider shall install his electronic fly kill I insect repellent equipment, Emergency lighting/ gas and fuel supply at his own cost.

40. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited. Any breach of such restrictions by the service provider will attract deterrent action against the service provider as per statutory norms. The contractor must ensure compliance and assist the society in maintaining the institutional discipline in this regard.
41. The workers employed by the service provider shall be directly under the supervision, control and engagement by of the service provider and they shall have no connection what-so ever with CCL.
42. The service provider shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of the CCL while providing catering services.
43. The service provider will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment's, utensils, plates, jugs etc. in sufficient quantity as needed to maintain the catering services.
44. The service provider shall not use the catering premises of CCL for any other activity except for the purpose for which it has been provided for.
45. On termination of the contract, the service provider will hand over if any, all the equipment/furniture/articles etc, supplied by CCL, in good working condition.
46. The bidder must have valid food license issued by competent Authority of any Indian State/ UT. (Valid as on scheduled end date of bid submission).Further, the successful bidder shall be required to ensure submission of valid food license of Jharkhand State before commencement of work and maintain validity of the license throughout the period of contract including extension(s), if any.)
47. The contractor is required to maintain adequate number of attendants/ mess workers stewards and cleaner staff at both hostel sites i.e hostel of STI, Gandhi Nagar, Ranchi(40 inmates tentatively) and CCL KI LAADLI Hostel at Jawahar Nagar Colony, Kanke, Ranchi(40 inmates tentatively). All the mess workers must be disciplined, courteous and well-groomed and in the age of 18 to 55 yrs.

The minimum no of staff to be deployed by is as follows: -

Sl. No.	Employee Category	Minimum Nos.
a	Supervisor / Store Keeper	01
b	Cooks (or Chefs)	02 (1 for each hostel)
c	Helper (washing utensils, Sweeper for clean ship of Dining Halls, Kitchen, Mess Area)	02 (1 for each hostel)
d	Additional Staff	02 (1 for each hostel)

48. Payment of salaries, PF/ESIC etc. to the workers of the contractor shall be responsibility of the contractor. The contractor shall be paid only for the quantity of meal served at the accepted rates as per terms and conditions of award/agreement.

49. The successful bidder may have to provide tea arrangements, lunch/dinner/ Breakfast for large delegates, VIP visits etc. and daily tea and snacks to the faculties and the food (as per menu specified in scope or as instructed by officer-in-charge and mutually agreed) is to be prepared with additional embellishments. Addition cost for arranging the same shall be paid/ borne and separate bills have to be given to GM (SD & CSR),CCL for the same.
50. The contractor has to provide food as per menu enclosed.
51. The department will be free to visit & check cooking in the kitchen of supplier. The cooked food will have to be supplied to the students at the dining place in the premises of the place where service is to be provided.
52. One log book will be maintained by the contractor for recording supply of meals/ diet on day to day basis and the same will be got countersigned by the representative of the institution/installation where service is provided. (manager/ teacher/ warden/ caretaker etc.)
53. Unless directed otherwise, the menu shall be as provided in the tender document. Management of institution/installation through its representative (e.g. Hostel warden/ caretaker/ user department/ students committee etc.) can recommend change in the menu in consultation with the contractor. The contractor shall not change the menu without prior permission of management.
54. For sick students, during period of illness, contractor shall ensure light food suitable for the patient at no extra cost.
55. Time schedule for providing meals shall be as per instruction of officer in Charge/ Representative of management/installation being served.
56. All bills are to be on per person, per day basis for the bulk requirement. However certain staff members/guest may be entertained from time to time with individual meals (only with prior intimation of representative of the institution/installation 24 hrs. in advance). In such cases, the contractor has to provide meal and claim the charges directly from the individual.
57. The quality of food being cooked should be wholesome, timely prepared and served through adequate staff required for the service.
58. The menu(s) enclosed are to be construed as minimum samples and alternative wholesome good quality preparation with seasonal vegetables/ fruits (as applicable) of equal/ better quality needs to be provided- hot, fresh and on time; punctuality and quality being the essence of such catering service.
59. A **suggestion book** is to be maintained by contractor to obtain opinion/ feedback of users. The Contractor is required to take corrective action in consultation with representative of the management/institution/installation. The suggestion book shall be produced once in a month or earlier as directed by management. For inaction on suggestions/remarks after instruction of management, contractor shall be liable for action against them.
60. Food prepared once should be available for testing/ sampling and the samples are to be stored in a separate container for 24 hrs period to study any problem of Food poisoning/ Bacterial stains etc. Non-maintenance of such sample shall attract penalty.

61. Food items are not to be reheated/ re cooked and served. Fresh nutritious and hygienically prepared food to be served and covered properly. The vendor is to carry out effective pest control at own cost and management shall not be responsible for the damage to stores or adulteration (if any) due to the pests etc. The bidder/ vendor is to provide fly killer machines, rat traps, mosquito repellent machines to prevent pest/ flies in the food preparation and service area.
62. The required utensils for serving the food will be supplied by the contractor and he will make arrangement for cleaning the utensils. Detergent required will be arranged by the contractor.
- Any extra supply of utensils/disposable items will be done with due permission of the User Department for which contractor will not be paid any extra charge.
63. The cost of detergent for utensils/ washing of area etc is to be borne by the contractor only.
64. The contractor's authorized representative shall be available at the workplace compulsorily during service of meals.
65. Any accident/ incident/ injury/ death to mess workers or any mess staff or food poisoning etc shall be the responsibility of the contractor. Department shall not be responsible for any such eventuality and shall not pay any compensation whatsoever.
66. The contractor shall solely be responsible for the behavior of men/female staff. Compliance of Government guidelines/ Labour laws/wages applicable and conformity to statutory provisions / service conditions etc. are the responsibility of contractor. Misbehaviors or acts of moral impeachment / theft, unruly behavior or misuse of premises are strictly prohibited and the contractor's co-operation is solicited in this regard. Suitable penalty may be imposed by the department on occurrence of any such activity.
67. In case the food is not found suitable for consumption, department has the right to refuse and demand for replacing with better quality. The decision of Engineer-in-Charge/ representative of management in this regard shall be final.
68. The various food items e.g. dry and fresh ration have to be of specification as prepared and agreed mutually. Such a list shall be put up within 10 days by the successful bidder for approval of Member (Admin).
69. The representative of management (such as warden/Caretaker) will keep regular check on attendance register and will certify the supply of food at the end of the month.
70. Provision of special meal on some festive/ special occasion during the entire period shall be included in scope of work at no extra cost payable. Special Meal will cover either lunch or dinner as conveyed by Management. Up to 10 such Special Meals (Dinner or Lunch) (per year) will be provided by the contractor on the occasions which shall be scheduled by the management.
71. **SPECIFICATIONS:** All edible items/ingredients shall conform to fssai/ applicable standards. Based on availability in local market, the specified brand/species of major items of consumption are as follows:

Sliced Bread (Nasta, Moreish)

Butter (Amul, Britannia, Mother Dairy)
Biscuits(Britannia, Parle, Briskfarm)
Spices (MDH, Everest, Catch)
Rice: (Lakhibhog, India gate or any standard fine un- boiled katarni/sonachur/basmati rice)
Sauce (Lals ,Kisan)
Flour (Saktibhog,Ashirwad, Patanjali)
Pickle (Nelons,Lal's)
Dal (Arhar,Moong,Chana,Masoor)
Fish (Rehu, Katala)
Chicken (without Neck and without the portion Below Knee)(shall be approved by in-charge/ representative)
Fruits (Seasonal Fruitslikemango,banana,orange,apple,mausambi,pear etc.)
Milk(Sudha, Medha)
Seasonal Vegetable
Summer Season-Gourd, Brinjal, Lady's finger, parwal, Jackfruit, Rawpapaya, Pumpkin etc.
Rainy Season- Gourd, Brinjal, Lady's finger,parwal, Jackfruit, Rawpapaya, Pumpkin etc.
Winter Season -Cabbage, Cauliflower, Carrot, Spinach etc.
Media of Cooking-Mustered oil (Engine, Hathimarka)
Refined oil (Nature fresh, Vanaspati, Safola)

[Note: Ingredients of other standard brand conforming to fssai/applicable standards or of acceptable quality may be use.

महाप्रबंधक (एस डी एवं सी .एस .आर.)
(सी. सी. एल), रांची

BILL OF QUNATITY

Name of work : On site preparation and provision of buffet style hot and fresh cooked meal (breakfast, lunch, evening refreshment and dinner) to boarding students residing in CCL KE LAL hostel at Gandhinagar Colony and CCL KI LAADLI hostel at Jawaharnagar Colony as per menu for One (1) year.

s.no	Item	Qty (in meal days)	Rate (To be quoted by the bidder in Rs. /meal day)	Amount Excluding GST (to be quoted by the bidder in Rs.)
1	On site preparation and provision of buffet style hot and fresh cooked meal (breakfast, lunch, evening refreshment and dinner) to boarding students residing in CCL KE LAL hostel at Gandhinagar Colony and CCL KI LAADLI hostel at Jawaharnagar Colony as per menu for One (1) year.	27280 meal days		
			GST @ 5%	
	Total estimated cost (including GST)			

* 1 meal day= no. of students x no. of days

Signature of the Bidder with seal.
Date.....

ANNEXURES

Annexure-I

PROFORMA FOR LETTER OF BID

(NOT TO BE UPLOADED SEPARATELY)

**TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID
ONLINE:**

To,

General Manager
SD&CSR Deptt.
2nd Floor, Alaknanda Building,

Darbhangra House,
CCL, Ranchi

Sub: *"On site preparation and provision of buffet style hot and fresh food (Breakfast, Lunch, Snacks & Dinner) to Boarding students residing at hostel of STI, Gandhi Nagar, Ranchi and CCL KI LAADLI Hostel at Jawahar Nagar Colony, Kanke, Ranchi as per approved weekly menu on daily basis for one year under CSR Scheme of CCL."*

GEM Bid No.: GEM/2023/B/ Dated: 00:00:0000

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 CENTRAL COALFIELDS 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 Central Coalfields 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.

PROFORMA OF UNDERTAKING

(NOT TO BE UPLOADED SEPARATELY)

TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID
ONLINE:

We solemnly declare that:

I/We am/are submitting Bid for the work of *“On site preparation and provision of buffet style hot and fresh food (Breakfast, Lunch, Snacks & Dinner) to Boarding students residing at hostel of STI, Gandhi Nagar, Ranchi and CCL KI LAADLI Hostel at Jawahar Nagar Colony, Kanke, Ranchi as per approved weekly menu on daily basis for one year under CSR Scheme of CCL.”* against GEM Bid No.: **GEM/2023/B/**
Dated: 00:00:0000 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 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 (Ambulance). 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.

PROFORMA FOR UNDERTAKING

(To Be Uploaded by bidder/s (on their letter head) regarding relatives as employees of company, arbitration clause (in case of partnership firm), local supplier status of the bidder etc.)

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

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

OR

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

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step- Brother/ Sister / 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 arbitration.
(Applicable in case of Partnership firm/Joint Venture)

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

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

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

*Delete whichever is not applicable.

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 Partnership firm, the undertaking must be signed by all the partners of the Partnership Firm.

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.

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;
- 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.

PROFORMA OF JOINT VENTURE/Consortium AGREEMENT **(Not applicable)**

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture /Consortium agreement is made on thisday of.....

AMONGST/BETWEEN

M/s....., having its registered Office at
 Represented by Shri.....(Name and Designation) of
 M/s.....Who has power of Attorney to enter into Joint Venture/Consortium
 with.....and
 Sign all documents/agreements on behalf of M/s..... (hereinafter referred to
 as".....")

AND

M/s....., having its registered Office at
 Represented by Shri.....(Name and Designation) of
 M/s.....Who has power of Attorney to enter into Joint Venture/Consortium
 with.....and
 Sign all documents/agreements on behalf of M/s..... (hereinafter referred to
 as".....")

AND

M/s....., having its registered Office at
 Represented by Shri.....(Name and Designation) of
 M/s.....Who has power of Attorney to enter into Joint Venture/Consortium
 with.....and
 Sign all documents/agreements on behalf of M/s..... (hereinafter referred to
 as".....")

The expressions M/s..... and M/s..... and
 M/s..... shall, wherever the context admits, mean and include their respective legal
 representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint
 Venture/Consortium /Parties" and individually as "Joint Venture/Consortium Partner/Party".

WHEREAS M/s..... and M/s.....and
 M/s.....agreed to form a Joint Venture/Consortium in order to join their
 forces to obtain best results from the combinations of their individual resources of technical and
 management skill, finance and equipment for the benefit of the project and in order to submit the Bid
 for the work of
 "....."
 Hereinafter referred to as "Project")
 under.....(Name of Company) (hereinafter referred
 to as "the Principal Employer").

The Parties hereby enter into this Joint Venture/ Consortium Agreement (hereinafter referred to as "Joint
 Venture/Consortium agreement") to jointly prepare and submit the Bid for the Project and in the event
 of securing the Project from the Employer, to execute the Project in accordance with the Contract Terms
 and Conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE/CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture/ Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture/ Consortium shall be “”
(hereinafter called the “Joint Venture/ Consortium”)
- b) The Head Office of the Joint Venture/ Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the Project will be made to..... Telephone Nos.....
- c) Neither of the parties of the Joint Venture/ Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture/ Consortium to any party including the existing partner of the Joint Venture/ Consortium.
- d) The terms of the Joint Venture/ Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
 - i) The Joint Venture/ Consortium fails to obtain qualification from the Employer.
 - ii) The Contract for the Project is not awarded to the Joint Venture/ Consortium.
 - iii) The Employer cancels the Project.
 - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.
 - v) Both parties agree to terminate this Agreement in writing.
 - vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture/ Consortium agreement.

2) LEAD PARTNER.

M/s..... shall be the Lead Partner of the Joint Venture/ Consortium and is In-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture/ Consortium and also all the partners of the Joint Venture/ Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer. All Joint Venture/ Consortium Partners M/s....., M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture/ Consortium.

In case of submission of bid in GeM portal:

All Joint Venture/ Consortium Partners M/s..., M/s.....& M/s..... authorize M/s..... (the lead partner) to submit the bid on behalf of this Joint Venture/ Consortium for the bidding process and agree that in case of a successful bid, the contract shall be executed by this Joint Venture/ Consortium as per contract terms with the employer. i.e. Company.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE/CONSORTIUM.

Each constituent party of the Joint Venture/Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor.

JV/CONSORTIUM	Partner Name	Position in the respective Company
---------------	--------------	------------------------------------

M/s.....		
M/s.....		
M/s.....		

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture/Consortium shall be as follows:

M/s.....	:	% (.....per cent)
M/s.....	:	% (.....per cent) and
M/s.....	:	% (.....per cent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture/Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV/CONSORTIUM partners.

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture/Consortium except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture/Consortium will form part of the core management structure and assist in execution of the project. The list of personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE/CONSORTIUM.

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the

other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

- c) Stepping into the shoes of the existing partner of Joint Venture/Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of Company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture/Consortium partners, Joint Venture/Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture/Consortium and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture/Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture/Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture/Consortium shall be discharged through the said Joint Venture/Consortium Bank Account only and also all the payments received or paid by Company to the Joint Venture/Consortium shall be through that account alone.

11) LIMIT OF JOINT VENTURE/CONSORTIUM ACTIVITIES.

The Joint Venture/Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture/Consortium in connection with the Project shall be paid from the account of the Joint Venture/Consortium.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each party further guarantees to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS:

- a. Neither party of the Joint Venture/Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture/Consortium to all third party without the Agreement of the other party in writing.
- b. Subject to the above Clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS where of the parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For

For.....

Signature _____
(Name & Address
(Official Seal)

Place

Date

Witness

Signature
(Name & Address)

Signature _____
(Name & Address
(Official Seal)

Place.....

Date

Witness

Signature
(Name & Address)

WORK EXPERIENCE FORMAT

(To Be Uploaded by bidder (on their letter head) as enrolled online on GeM Portal along with Work Experience Certificate at the time of submission of bid against “Additional Doc 2 (Requested in ATC)” section).

To,
General Manager
SD&CSR Deptt.
2nd Floor, Alaknanda Building,
Darbhanga House,
CCL, Ranchi

Ref. Nos.: NIT संख्या.: CCL/CSR/Tender/23-24/288

दिनांक: 24.07.23

i. Name of work: “On site preparation and provision of buffet style hot and fresh food (Breakfast, Lunch, Snacks & Dinner) to Boarding students residing at hostel of STI, Gandhi Nagar, Ranchi and CCL KI LAADLI Hostel at Jawahar Nagar Colony, Kanke, Ranchi as per approved weekly menu on daily basis for one year under CSR Scheme of CCL”.

ii) GeM Bid Number: GEM/2023/B/.....

I/We, M/s, do hereby furnish my/Our **Work Experience** details against the required work experience for the above said work as per Cl. No. 7 (A) of NIT.

Estimated Cost of Work (Including GST) (Put to Tender)							Rs. 83,06,760.00		
Required Experience Value (As Per Cl. No. 7(A) of Tender Document)							Rs. 41,53,380.00		
Available Experience Value (To Be Furnished by the Bidder)							₹		
		Validity Period of Experience: Select Any 1 year during last 7 years as per Clause No.: 7(A) of Buyer Added ATC							
Start Date of Qualifying Experience		(To Be Furnished by the Bidder)			End Date of Qualifying Experience		(To Be Furnished by the Bidder)		
Sl. No.	Work Description	Work Experience Certificate Reference Number	Agreement/Work Order Reference Number	Share in experience (%)	Name & Address of Employer/Work Order Issuing Authority of Experience	Start Date of Work Experience	End Date of Work Experience	Execute d Value of Work Experience (₹)	
1									
2									
3									
etc.									

Signature of the Bidder with seal.

Date.....

NOTE 1: Duly filled-in Annexure-VI (i.e. **WORK EXPERIENCE FORMAT**) is required to be uploaded along with “Work Experience Certificate” by combining both against “**Experience Criteria**” section available under ‘Documents required from Service Provider’.

NOTE 2: Bidders/ Service Providers are strictly instructed to mention the Start Date and End Date of Qualifying Experience in the **WORK EXPERIENCE FORMAT**.

WORKING CAPITAL FORMAT

(To Be Uploaded by bidder (on their letter head) as enrolled online on GeM Portal along with Working Capital Certificate at the time of submission of bid against “Certificate (Requested in ATC)” section).

To,
General Manager
SD&CSR Deptt.
2nd Floor, Alaknanda Building,
Darbhanga House,
CCL, Ranchi

Ref. Nos.: NIT संख्या.: CCL/CSR/Tender/23-24/288

दिनांक: 24.07.23

i. Name of work: “On site preparation and provision of buffet style hot and fresh food (Breakfast, Lunch, Snacks & Dinner) to Boarding students residing at hostel of STI, Gandhi Nagar, Ranchi and CCL KI LAADLI Hostel at Jawahar Nagar Colony, Kanke, Ranchi as per approved weekly menu on daily basis for one year under CSR Scheme of CCL”.

ii) GeM Bid Number: GEM/2023/B/

I/We, M/s, do hereby furnish my/Our **Working Capital** details against the required working capital for the above said work as per Cl. No. 7 (B) of NIT.

Estimated Cost of Work (Including GST) (Put to Tender)	₹ 83,06,760.00
Required Working Capital (As Per Cl. No. 7(B) of NIT)	₹ 16,61,352.00

1. Name of Bidder: _____

2. Amount of Available Working Capital inclusive of access to lines of credit and availability of other financial resources:

Sl. No.	Particulars	Value in ₹
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1 - 2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of access to lines of credit and availability of other financial resources:	

3. Date on which bidder possess working Capital: _____

4. Name of Chartered Accountant (CA) with Membership Number: _____

5. Date of issue of Certificate: _____

NOTE: Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.:

NOTE: Access to lines of credit and availability of other financial resources shall imply the Net Availability of Funds towards Working Capital, as on date on which bidder possesses working capital.

- The net availability of funds is the availability of unutilized funds.

Signature of the Bidder with seal.

Date.....(NOTE: Duly filled-in Annexure-VII (i.e. **WORKING CAPITAL FORMAT**) is required to be uploaded along with “Working Capital Certificate” by combing both against “Certificate (Requested in ATC)” section available under ‘Documents required from Service Provider’.

Annexure -VIII

SAMPLE CHECKLIST OF WORK EXPERIENCE CERTIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORK EXPERIENCE CERTIFICATE. (FOR REFERENCE PURPOSE ONLY)

The Work Experience Certificate issued by Employer (Principal Employer as applicable) should contain the following important parameters in line with the information furnished by the bidder online

1. Name of Work: (Should be as per the Similar Nature of Work and should be matching with the Name of work mentioned in Work Order or Agreement)
2. Work Experience Certificate Reference No.: (should contain Reference No. and issuing date.)
3. Work Order Ref Number: (Work Order Reference Number should be clearly mentioned)
4. Agreement Ref Number: (Agreement Reference Number should be clearly mentioned) (As applicable)
5. Name of Contractor: (In case of a JV/Consortium, Share of each JV/Consortium Partner)
6. Name & Address of Employer/Work Order Issuing authority of experience.
7. Start Date & End Date of Qualifying Experience: (Should be maximum consecutive 365 days and should be within the period [1 year (consecutive 365 days)] declared online for consideration of eligibility)
8. Executed Value of Work: (Should be for the period as declared online)

NOTE:

1. For eligibility Total Amount of Work Experience (adding all the Experience Value during the consecutive 365 days declared online) should be at least 50% of the Annualized value or estimated value whichever is less
2. In case of JV/Consortium, above documents of partner(s) shall be submitted and Work Experience shall be met collectively by all the partner/ members.

SAMPLE CHECKLIST OF WORKING CAPITAL CERTIFICATE

THIS IS A SAMPLE CHECKLIST FOR WORKING CAPITAL CERTIFICATE. (FOR REFERENCE PURPOSE ONLY)

The Working Capital Certificate issued by CA should contain the following important parameters in line with the information furnished by the bidder online:

1. Name of Bidder
2. Amount of Available Working Capital inclusive of lines of credit and availability of other financial resources:

SI No.	Particulars	Value in Rs.
(1)	(2)	(3)
1	Current Asset (CA)	
2	Current Liability (CL)	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)	

Note: For eligibility Amount should be at least 20% of the Annualized value or Estimated value whichever is less

3. Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of tender).
4. Name of Chartered Accountant (CA) with Membership No.
5. Date of issue of Certificate: (Should be within 3 months prior to the date of opening of tender).
6. Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No

NOTE:

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

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

2. In case of JV/ Consortium Bidder needs to submit the Working Capital Certificate of individual Partners and the requirement of Working Capital shall be met as per following proportion:
 - i. The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender
 - ii. All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

Invitation and Declaration for Negotiations

(Refer Para 25(A) OF ITB)

Invitation for Negotiations

(On letterhead of the procuring entity)

No: _____

Dt: _____

To M/ s _____

Registered A/ D

Sub: Tender No ----- opened on -----for the service of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at.....(time) at.....(venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,

Enclosure:

(Authorised Officer)

(1) Form of Declaration

(2) Form of Revised Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On company letterhead)

No: _____

Dt: _____

To _____

Sub: Tender No ----- Opened on -----for the supply of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: _____

Date: _____

Signatures of bidder, or officer authorised
to sign the bid documents
on behalf of the bidder

Annexure-XI

Format of Revised Offer in Negotiations
(Refer Para 25(A) OF ITB)

Revised Offer in Negotiations
(On company letterhead)

From.....

Full address.....

To

Sir,

Sub: Tender No ----- opened on -----for the supply of -----

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives onin response to your letter no dated

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.

2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.

3. I/ we undertake to execute the contract as per following Schedule.....

4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i. e., up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or
Officer authorised to sign the bid
documents on behalf of the bidder

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location:
2. Agreement/Contract no. & date
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of start
 - d. Period
 - e. Amount of compensation levied, if any
 - f. Performance as per the Organization:
 - g. Compliance of all statutory requirements-Yes/No
 - h. Record of any litigation pending with the organization-

(Seal of the Organization)

(Signature of the Responsible Authority)

Phone No/Mobile No

-END OF DOCUMENT-