

Tender No. CIL/C2D/ Digital dispensary/21-22/384

dated 31.12.2021



Coal India Limited
(A Maharatna Company)

**Notice Inviting Tender
for setting up & operation of Digital Dispensary center
with telemedicine facility including video consultation and
pathology**

(Through e-Tender mode)

COAL INDIA LIMITED

Section I: Notice for Tender

Digitally signed and encrypted e-tenders are invited under single stage, two-part bid on the e-procurement portal of Coal India Limited, <https://coalindiatenders.nic.in> from reputed and eligible agencies as per the Notice Inviting Tender (“NIT”) to carry out the Scope of Work described in Section IV- Objectives, Scope of work and technical Specifications.

Bidders are not required to pay any application/ tender fee. The Bid Documents will be available on the following website(s) and can be downloaded up to the document download end date as provided in the Time Schedule of Tender set out under Table 3 below.

<https://coalindiatenders.nic.in> <https://www.eprocure.gov.in> <https://www.coalindia.in>

Table 1: Summary of Work

Brief Description of work	Location	Period
Setting up of Digital Dispensary center with telemedicine facility including video consultation, CDSS & pathology and providing O&M services	Subsidiaries of Coal India Limited (CIL) as per clause 6 of Section IV	<ul style="list-style-type: none"> ○ Setting up/ Commissioning: 120 days from the date of LOA or 60 days from the date of communication of readiness of site whichever is later ○ Providing O&M services: 5 (Five) years thereafter

Table 2: Contact Person

Tender inviting authority	Contact Person(s) communication address
Executive Director (Community Development-Welfare)	Coal India Limited, (Second Floor), Coal Bhawan, Action Area 1-A, New Town, Rajarhat, Kolkata 700156 Phone (033) 71104239 email: edcd.cil@coalindia.in

1.0 Time Schedule of Tender:

Table 3

1	Tender No.	CIL/C2D/Digital dispensary/21-22/384 dated 31.12.2021
2	Type of Tender	Domestic (Single stage, Two-part Bid System) without reverse auction
3	Estimated value of equipment, software and services for 5 years for Digital Dispensaries at 33 locations	Rs. 16,39,37,400/- including GST
4	Earnest Money Deposit (EMD)	NIL (Bidder is required to submit bid securing declaration as per Annexure V)
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Setting up & operation of Digital Dispensary center with telemedicine facility including video consultation and pathology
7	e-Publishing date of Tender	31.12.2021

NIT for Setting up of Digital Dispensary center with telemedicine facility including video consultation, CDSS & pathology and providing O&M services

Section-I: Notice for Tender (NIT)

8	Downloading of Document:	
	(i) Starts on	31.12.2021 From 15.00 hours (IST)
	(ii) Closes on	25.01.2022 From 11:00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	31.12.2021 From 15.00 hours (IST)
	(ii) Closes on	10.01.2022 From 11.00 hours (IST)
10	Pre-Bid Meeting	12.01.2022
11	Bid Submission:	
	(i) Starts on	31.12.2021 From 15.00 hours (IST)
	(ii) Closes on	25.01.2022 From 11.00 hours (IST)
12	Due date of opening of tender	27.01.2022 From 11.00 hours (IST)

2.0 Bid Documents:

The Bid Documents comprise of the following:

- a) Section I-Notice for Tender (NIT)
- b) Section II- Instructions to Bidders (ITB)
- c) Section III- Conditions of Contract (CC)
- d) Section IV- Objective, Scope of work and Technical Specifications
- d) Section V- Annexure and Appendix

Bidder shall prepare and submit their bid in accordance with the instructions, specifications, terms and conditions of the bid document as mentioned above. For knowing the Scope of work, Bidders are advised to read the 'Objectives, Scope of work and Technical Specifications' under Section IV of bid document. The bidders are also advised to keep visiting the websites as mentioned below for any notification/ amendment/ addendum/ corrigendum from CIL's side in respect of this tender:

<https://coalindiarenders.nic.in>; <https://www.eprocure.gov.in>; <https://www.coalindia.in>.

3.0 EMD (Earnest Money Deposit)/ Bid Security:

No Earnest Money Deposit or Bid Security shall be accepted.

Bidders shall have to sign a Bid securing declaration, in the format prescribed under **Annexure V** ('Bid Securing Declaration'), accepting that in the event they withdraw or modify their Bids during the period of validity of offer, or if they are awarded the contract and they fail to sign the Contract, or submits false documents/information in the bid, or defaults in commencing work in time or offers any gift/consideration or uses non-bonafide / malafide methods to obtain the Contract or any other breach of contract or default then, such action would attract, banning of bidder for a period of two (2) years from being eligible to submit Bids in CIL and its subsidiaries. Bidders to note that such banning shall be done under the provisions of this Section (Notice for Tender) with the approval of CIL with intimation to all concerned persons and online blocking of the bidder shall be done on receipt of written communication from CIL by the application admin of CIL's e-Procurement portal.

4.0 Deadline for Submission of Bids:

- a) Online bids must be uploaded by the bidders at CIL's e-procurement portal [<https://coalindiatenders.nic.in>] within the scheduled last date and time as specified in Table 3 of Section I: Notice for Tender (NIT).
- b) CIL (Coal India Ltd) may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of CIL and bidders previously subject to the deadline will, thereafter, be subject to the deadline as extended.
- c) In case, at least 3 (three) bids are not received within the originally stipulated time, the due date of bid shall be extended by 4 (four) days automatically by the portal. If, even after one extension (4 days), less than 3 (three) bids are received, the tender shall be opened without any further extension. No separate corrigendum shall be issued and published by the Authority for such automatic extension of the due dates by the online portal.
- d) In case no offer is received, the tender shall be cancelled by the Authority.

5.0 Modification and Withdrawal of Bid

Modification of the submitted bid shall be allowed online only till the last date and time of submission of the bid and the bidder may modify and resubmit their bid online as many times as it may wish within this period. This resubmission can be done, using 'Rebid' option of the portal.

Bidders may withdraw their bids online using 'Withdrawal' option of the portal, within the last date of bid submission. However, upon such withdrawal, the bidder shall not be allowed to resubmit its bid pursuant to this NIT. **As such, bidder is advised not to use this option, unless the bidder is certain not to participate in this tendering process again.**

No withdrawal/ modification is allowed after the end date and time of bid submission (refer clause 18 of ITB (Section II)).

6.0 Other Conditions

- a) This e-Tender Notice (NIT) shall be deemed to be part of the Contract Agreement to be entered into between CIL and the successful bidder.
- b) CIL reserves the right to postpone the date of receipt and opening of bid or to cancel the tender without assigning any reason whatsoever, and CIL shall bear no liability, whatsoever, consequent upon such a decision. CIL reserves the right to reject any or all the bids without assigning any reasons whatsoever at its sole discretion. Any such action shall not be called into question and the bidders shall have no claim or cause of action in that regard against CIL or its officers, employees, consultants, agents, successors or assignees for rejection of its bids. Neither CIL nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages in relation to the preparation or submission of bids.
- c) Notwithstanding anything stated above, CIL reserves the right to assess the bidder's capability and capacity to perform the scope of work envisaged hereunder satisfactorily, should the circumstances warrant such assessment in the overall interest of CIL.
- d) No conditional bid shall be accepted.

Section-I: Notice for Tender (NIT)

- e) CIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bid Documents. Each bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement in relation to the same from appropriate sources to satisfy itself that the Bid Documents are complete in all respects.
- f) While the Bid Documents have been prepared in good faith, neither CIL nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in the Bid Documents shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by CIL, its consultants, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of CIL, its consultants, partners, affiliates, their respective officers, agents or employees, whether negligent or otherwise.
- g) Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them in Conditions of Contract (Section III).
- h) Any tampering with the excel files such as TPS, BOQ, FM documents, which are downloaded by the bidder from the CIL e-Procurement portal, will be treated as a Fraudulent Practice (as defined in ITB clause 20) and action will be taken as per ITB clause 20.2.

7.0 Pre-contract Integrity Pact and Independent External Monitors

- a) The bidder is required to go through the 'Pre-contract Integrity Pact' provided in Annexure III. The bidder shall accept the 'Pre-contract Integrity Pact' and upload duly signed 'Pre-contract Integrity Pact' in the LOB DOCS folder. Failure to sign and upload the 'Pre-contract Integrity Pact' by the bidder shall lead to outright rejection of the bid.
- b) Further, the Independent External Monitors (IEMs) will be monitoring the bidding process and execution of Contract and shall be responsible to oversee the implementation of the 'Pre-contract Integrity Pact' program to prevent corruption, bribery or any other unethical practices in CIL.
- c) In order to deal with any grievance(s)/ dispute(s) and to oversee implementation and effectiveness of the 'Pre-contract Integrity Pact' program pertaining to this tender, bidders may refer the same to IEMs. Name and Address of the IEMs are as under (in case of any changes the same will be communicated)

Sl.	Name of IEM	Address	e-Mail ID	Mobile No.
1	Shri Anil Kaushal,	A-1/245, GF, Janakpuri, Delhi-110058	kaushal.anil17@gmail.com	8800028118 / 9868128118
2	Shri Sudhir Kumar	B-128, Triveni SFS, Sheikh Sarai-1, Delhi 110017	stomar2@gmail.com	09871054454

9.0 Special Instruction to bidders:

- a) There is no provision to obtain the list of parties who have downloaded the Bid Documents from the websites set out under NIT clause 2.0. As such, bidders are requested to regularly check the websites before the scheduled due date for tender opening to ensure that they have not missed out any corrigendum issued against the tender after they have downloaded the Bid Documents.
- b) The responsibility of downloading the corrigendum, if any, will be of the bidder. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the Bid Documents from the above referred websites.
- c) The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bandh etc. Under any circumstances, CIL shall not be liable to any person for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the online portal, any local problems at the bidder's end or if bids could not be uploaded due to such local problems.

10.0 Check List

Bidder must ensure that documents listed below are submitted in the specified folders:

Letter of Bid			
Documents to be uploaded by the bidder during bid submission			
(Reference ITB Clause 6.1)			
Sl. No.	Document	Description	Folder in which document is to be uploaded
1	Letter of Bid (LOB)	Bid application and Acceptance of Bid conditions on Bidder's letter head as per format at Annexure IA. In case the Bidder is a Consortium, Letter of Bid shall be duly signed and stamped with the seal of lead member of Consortium	LOBDOCS
2	Registration of entity	Self-attested Copy of Certificate of incorporation /registration	
3	Authorization to DSC holder	Authorization to DSC holder bidding online by the person who has signed Letter of Bid as per annexure IB	
4	Power of Attorney	Power of Attorney (PoA) to be used in case PoA and person bidding are different as per Annexure IC	
5	Declaration for ultimate beneficial ownership of Bidder	Declaration for ultimate beneficial ownership of the Bidder as per Indian Procurement Laws as per annexure ID. In case of Consortium, this agreement must be signed by all consortium members.	
6	Mandate form for Internet	Mandate Form for Electronic Fund Transfer/ Internet Banking Payment as per annexure II	

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	Banking Payment		LOBDOCS
7	Pre-contract Integrity Pact	Pre-contract Integrity Pact as per Annexure III. In case of Consortium, this agreement must be signed by all Consortium members.	
8	Undertaking for banning	Undertaking for banning/ delisting as per Annexure IV. In case of Consortium, this agreement should be signed by lead member.	
9	Format of Bid Securing Declaration	Bid Securing Declaration as per Annexure V. In case of Consortium, this agreement should be signed by lead member.	
10	Declaration on genuineness of information	Declaration by bidder on genuineness of information uploaded as per Annexure VI. In case of Consortium, this agreement should be signed by lead member.	
11	Permanent Account Number	Copy of valid Permanent Account Number (PAN) of bidder, duly attested by the authorized representative of the bidder. In case of Consortium, PAN of all members of consortium, duly attested by the authorized representative of the bidder shall be furnished	
12	GST Registration	Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder. In case of Consortium, Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate authority to the lead member of the Consortium, duly attested by the lead member of the consortium shall be furnished	
13	Joint bidding agreement	Consortium Agreement as per Annexure VII if the Bidder is a Consortium	
14	Power of Attorney for Lead Member	As per Annexure VIII, if the Bidder is a Consortium	

Supporting documents to be uploaded by the bidder for Minimum Qualification Requirement and Eligibility Criteria (Reference ITB Clause 4.0)

Sl. No.	Performance variable	Supporting documents to be provided by the bidder	Folder in which document is to be uploaded
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Section-I: Notice for Tender (NIT)

1	Financial criteria: Turnover	Certificate giving year wise turnover, with Unique Identification Number (UDIN) of Institute of Chartered Accountants of India (ICAI) issued by a practicing Chartered Accountant indicating his membership number of ICAI	MQREC
2	Technical criteria- T1: Years of experience in Tele-medicine service	Contract Agreement/ Work Order and a Certificate issued by the relevant authority/ Government with description of services provided along with any other authenticated supporting document from the client organization giving desired details including that the bidder is implementing/ operating or has completed implementation/ operation	
3	Technical criteria- T2: Number of tele-medicine units	Contract Agreement/ Work Order and a Certificate issued by the relevant authority/ Government with description of services provided along with any other authenticated supporting document from the client organization giving desired details including that the bidder is implementing/ operating or has completed implementation/ operation	
4	Technical criteria- T3: Number of gross consultancies	Certificate from the Govt/ Govt Organisation giving desired details.	
5	Presentation	Bidder should upload a presentation indicating 1) Proof of Concept-I (PoC): Demonstration of the set-up of centre 2) Proof of Concept-II: Demonstration of processes and functionalities of hardware and software components along with CDSS 4) Process for training/ onboarding of medical staff 3) Overall implementation approach whether in line with the scope of work prescribed at clause 3.0 of Section IV	
Sl. No.	Documents to be uploaded by the bidder		Folder in which document is to be uploaded
1	Duly filled Technical Parameter Sheet (Excel file to be downloaded from the portal, filled and uploaded)		TPS
2	Price bid/ BOQ: Duly filled Price Bid/ BOQ (Excel file to be downloaded from the portal, filled and uploaded)		BOQ

Section II: INSTRUCTIONS TO BIDDER (ITB)

1.0 General:

Instructions to Bidder (“ITB”) should be read in conjunction with the other parts of the Bid Documents. Although details presented in this ITB have been compiled with all reasonable care, it is the bidder's responsibility to satisfy itself that the information/ documents submitted as part of its bid are adequate and that there is no conflict between the stipulations contained in this ITB and other parts of the Bid Documents. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration shall be given for errors and omissions.

2.0 Bidding process on e-Portal:

2.1 Requirements for participation in e-tenders:

2.1.1 In order to submit the online bid on CIL’s e-procurement portal, the bidders should meet the following requirements:

Personal Computer connected with internet (for details, visit home page of CIL’s e-procurement portal at, <https://coalindiatenders.nic.in>). It will be the bidder’s responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at bidder’s premises to access the e-procurement portal. Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement portal or internet connectivity failures.

2.1.2 Online Enrollment/ Registration with CIL’s e-procurement portal (<https://coalindiatenders.nic.in>)

Online enrollment/registration of the bidders on the e-Procurement portal is free of cost and one time activity only. The registration should be in the name of the bidder in its own style and name. Digital Signature Certificate (DSC) holder, who is registered on behalf of the bidder for submitting the Bid Documents, under his digital signatures in the e-Procurement portal must be bidder’s duly authorized person, with valid DSC as per clause 2.1.3 of NIT. It shall be the responsibility of the bidders to ensure that they get registered with the CIL’s e-Procurement portal well in advance and download the Bid Documents before the last date and time for the same.

2.1.3 Digital Signature Certificate (Class II or Class III) must be from any Certifying Authority authorized by Controller of Certifying Authority, Government of India (CCA) and which can be traced up to the chain of trust to the root certificate of CCA.

2.2 Help for participating in e-tender

The detailed method for participating in the e-tender is available at the links, “Help for Contractor” and “Bidders Manual Kit”, on the e-procurement portal [<https://coalindiatenders.nic.in>]. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 0120- 4200462, 0120-4001002 and additional mobile nos. +91- 8826246593 and +919903079800. All queries will be answered in English/ Hindi only.

Section II- Instructions to Bidder (ITB)

2.3 No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the Bid Documents from the websites mentioned at clause 2.0 of Section I (NIT). The bidders are advised to regularly check the websites for corrigendum, if any, from where the Bid Documents have been downloaded.

2.4 Bidders should download the complete Bid Documents including the annexures and appendices, and read carefully before filling the details and uploading the requisite documents.

2.5 The bidder must upload all the documents required as per the terms of NIT in the respective space/ folder provided in the system. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

2.6 The bids are to be submitted online through CIL's e-procurement portal, <https://coalindiatenders.nic.in> as per the guidelines given in ITB Clause 6.0 (Submission/ uploading of Bid).

3.0 Consortium:

Consortium is a group of entities that has collectively submitted the response in accordance with the provisions of this NIT. A consortium of partners is allowed to participate in the bid. However, the number of partners/ members of consortium shall be limited to 3 (three). Partners should jointly fulfil required eligibility criterion and one of them would be considered as Lead bidder as decided by them through a Joint Bidding Agreement, to whom the project would be given for execution and the Lead bidder would be responsible for execution of the complete project and comply with all terms & conditions of NIT.

The composition of Consortium, if any, shall not be changed during the bidding process or period of contract including implementation and operations throughout the project duration.

A Consortium shall have to comply with following requirements in addition to the requirements to be ordinarily met by the Bidders:

- a) A joint Bidding Agreement shall be furnished by members of the consortium in the format provided at **Annexure VII**
- b) Members of the Consortium should furnish a Power of Attorney in favor of the Lead Member in the format provided in **Annexure VIII**
- c) Letter of Bid (LOB) shall be duly signed and stamped with the seal of lead member of consortium
- d) Copy of valid Permanent Account Number (PAN) of all members of consortium, duly attested by the authorized representative of the bidder shall be furnished
- e) Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate authority to the lead member of the consortium, duly attested by the lead member of the consortium shall be furnished
- f) Pre-contract Integrity Pact (**Annexure III**): This agreement must be signed by all consortium members.
- g) Declaration for ultimate beneficial ownership of Bidder: This agreement must be signed by all consortium members.

Section II- Instructions to Bidder (ITB)

- h) In case the LOA (Letter of Acceptance) is issued to a consortium, each member of the consortium should be a party to this Contract Agreement.
- i) A bidder company bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- j) In case the selected agency is a Consortium, then the performance security shall be furnished in the name of the lead member only during contract duration

4.0 Minimum Qualification Requirement and Eligibility Criteria (MQR):

Refer Table below. Column C gives Minimum Qualification Requirements (MQR). A bidder has to comply with the requirement stated in Column 3 for each of the five criteria (sl. no. 1 to 5). Bidders who fully meet the MQR, will be considered for eligibility criteria on the same parameters at sl no. 1 to 5 with corresponding marks. 'Max score' column indicates score allocated to the specific criteria, out of a total eligibility score of 100. 'Marks distribution' column indicates marks to be allotted based on the number of implementations/ resources duly confirmed by the supporting documents. Bidders who score at least 70 marks will be eligible for opening of Bid having Price as the bid parameter. 'Supporting documents' column lists documents which will be uploaded in the folders prefixed as 'MQREC' to support bidder's performance on the specified criteria.

In effect, there are two pre-eligibility criteria as under which together make the bidder eligible for the financial evaluation which is the bidding parameter. Here the bidder has to qualify on each of the 5 MQR requirements (Sl. no. 1 to 5 in the table below) and has to score aggregate of at least 70 out of 100 marks for all 5 parameters put together:

Note: In the Table,

- a) Tele-medicine unit implies an Integrated Telemedicine Terminal unit having hardware and software for Consult and Testing framework for real time video conferencing, Clinical Decision Support System (CCDS), related equipment, e-Prescription, Electronic Medical Records with Medical Device Data Integration and monitoring and analytics.
- b) Government organisation implies Public Sector Units (Government-owned) and statutory bodies in India established by the Central/ State Government

MQREC Table					
Minimum Qualifying Requirement/ Eligibility Criteria					
Sl. No.	Criteria	Minimum Qualifying Requirement	Supporting documents	Max score	Marks distribution
A	B	C	D	E	F
1	Average Annual Financial Turnover	The bidding entity should have an average annual financial turnover of at least Rs. 5 Crores. Average of any	Certificate giving year wise turnover, with Unique Identification Number (UDIN) of Institute of Chartered Accountants of India (ICAI)	20	≥ 5 Cr < 10 Cr: 5 ≥10 & <20 Cr: 10 ≥ Rs. 20 Cr: 20

Section II- Instructions to Bidder (ITB)

		three of the last four financial years 2017-18, 2018-19, 2019-20 and 2020-21 shall be considered	issued by a practicing Chartered Accountant indicating his membership number of ICAI		
In case of a consortium, bidder may demonstrate collective turnover of all members of consortium in order to fulfil the above criteria.					
2	Experience in the field of setting up and management of Tele Medicine services for Govt/ Govt organisations	The entity should have minimum 2 years of experience in the field of setting up and management of Tele Medicine services for Govt/ Govt organisations as on the last date of bid submission.	Contract Agreement/ Work Order and a Certificate issued by the relevant authority/ Government with description of services provided along with any other authenticated supporting document from the client organization giving desired details including that the bidder is implementing/ operating or has completed implementation/ operation	30	$\geq 2 < 3$ years: 10 $\geq 3 < 4$ years: 20 ≥ 4 years: 30
If the bidder is a consortium, lead member should have minimum 2 years of experience while each of the other members should have minimum 1 year of experience. Documents are to be uploaded accordingly					
3	Number of tele medicine centres successfully handled for Government or Govt organisation	Bidder should have successfully handled at least 30 tele medicine centres for Government or Govt organisation during the last three years ending the last date of bid submission.	Contract Agreement/ Work Order and a Certificate issued by the relevant authority/ Government with description of services provided along with any other authenticated supporting document from the client organization giving desired details including that the bidder is implementing/ operating or has completed implementation/ operation	20	$\geq 30 < 50$ centres: 5 $> 50 < 100$ centres: 10 > 100 centres: 20
If the bidder is a consortium, all members should individually qualify on this criterion. Documents are to be uploaded accordingly					
4	Annual gross consultancies from all	Minimum number of consultancies in all operating Tele-	Certificate from the Govt/ Govt Organisation giving desired details.	20	$\geq 20000/30000$ < 50000 : 5

Section II- Instructions to Bidder (ITB)

operating tele medicine units with Govt/ Govt organisation	medicine units for Government/ Govt organisations. Minimum 20,000 per year in case of sole bidder and minimum 30,000 in case of consortium in the year ending the last date of bid submission			≥50000<70000: 10 ≥70000<100000 :15 >100000: 20
If the bidder is a consortium, gross consultancies shall be calculated based on all Government/ Govt Organisations units of all the members				
5 Presentation:				
Presentation	Bidder should upload a presentation indicating the Proof of concept, approach for training and overall approach for implementation. Bidder needs to score a minimum of 6 out of 10 marks in order to fulfil MQR requirement and to be considered for eligibility.	Soft copy of Presentation is to be uploaded on the following aspects: 1) Proof of Concept-I (PoC): Demonstration of the set-up of centre 2) Proof of Concept-II: Demonstration of processes and functionalities of hardware and software along with CDSS 4) Process for training/ onboarding of medical staff 3) Overall implementation approach whether in line with the scope of work prescribed at clause 3.0 of Section IV	10	o PoC-I: Demonstration through video of the set-up of centre: 2 marks o PoC-II: Demonstration of processes and functionalities of hardware and software along with CDSS: 3 marks o Process for training of medical staff: 2 marks o Overall implementation approach whether in line with objective and scope of work: 3 marks

Apart from uploading the supporting documents in the designated folders, Bidder will download TPS (Technical Parameter Specifications) excel file, fill up the details in the excel sheet under column 'bidder's value' and upload the same during bid submission.

5.0 Pre-bid Meeting:

A pre-bid meeting shall be held at CIL HQ in Kolkata, as per NIT clause-1. Those attending the pre-bid meeting on behalf of the bidders should submit authorization letter from the respective bidders at the time of the pre-bid meeting. Number of persons permitted to attend the Pre-Bid meeting shall be limited to a maximum of 2 (Two) persons per bidder.

Section II- Instructions to Bidder (ITB)

The bidders are required to submit their queries, if any, online on the e-Procurement portal before the pre-bid meeting as per the timeline given in the Time Schedule for tender (NIT clause-1). No cognizance will be taken of the queries/ clarification sought outside the e-procurement portal. CIL shall be entitled to decide whether or not to issue clarification/amendments with respect to the query (ies) received by it, as per ITB clause-7.

6.0 Submission/ Uploading of Bid

All the bids are to be submitted ONLINE and, on the website, <https://coalindiatenders.nic.in>. No bid or document shall be accepted offline.

Bid consists of two parts:

- Part I consists of Letter of Bid (LOB) including associated documents (as per ITB clause 6.1) and TPS Sheet (TPS) (as per ITB clause 4.0) with associated documents.
- Part II consists of Price Bid/ Bill of Quantity (BOQ) (as per ITB clause 6.3).

6.1 Letter of Bid (LOB): The format of Letter of Bid (LOB) as given at **Annexure IA** will have to be downloaded by the bidder and printed on the bidder's letter head and should be duly signed by a competent person duly authorized by the bidder through a power of attorney to bind the bidder. This will be the covering letter of the bidder for its submitted bid. The content of the LOB uploaded by the bidder must be the same as per the format downloaded by the bidder from the designated website and it should not contain any other information. If there is any change in the contents of the LOB uploaded by the bidder as compared to the format of the LOB uploaded by CIL with the NIT, then the bid may be liable for rejection at the sole discretion of CIL.

In case the Bidder is a Consortium, Letter of Bid shall be duly signed and stamped with the seal of lead member of consortium

Note: The person who has signed the LOB, physically, should be the DSC holder submitting the bid online. In case the person, who has signed the LOB, is not the DSC holder who has registered on the e-Procurement portal on behalf of the bidder, the DSC holder must obtain the authorisation from the LOB signatory, as per the authorization letter format provided in **Annexure 1B**. Such authorisation letter shall be duly notarized on non-judicial stamp paper.

Following documents will be uploaded by the bidder during bid submission:

1	Letter of Bid (LOB)	Bid application and Acceptance of Bid conditions on Bidder's letter head as per format at Annexure IA . In case the Bidder is a Consortium, Letter of Bid shall be duly signed and stamped with the seal of lead member of Consortium
2	Registration of entity	The Bidder should be Indian Company, registered under the Companies Act, 1956/2013 or LLP registered under LLP Act 2008 or Not-For-Profit Organization registered under Societies Act, 1860 or a Trust formed under any other applicable laws of India. A consortium of companies registered as mentioned above is allowed to participate in the bid.

Section II- Instructions to Bidder (ITB)

		Supporting document to be uploaded: Certificate of incorporation/ registration of the entity. In case of a Consortium, certificate of incorporation/ registration of each member of the Consortium shall be uploaded
3	Authorization to DSC holder	Authorization to DSC holder bidding online by the person who has signed Letter of Bid as per Annexure IB
4	Power of Attorney	Power of Attorney (PoA) to be used in case PoA and person bidding are different as per Annexure IC
5	Declaration for ultimate beneficial ownership of Bidder	Declaration for ultimate beneficial ownership of the Bidder as per Indian Procurement Laws as per Annexure ID . In case of Consortium, this agreement must be signed by all Consortium members.
6	Mandate form for Internet Banking Payment	Mandate for Electronic Fund Transfer/ Internet Banking Payment as per Annexure II
7	Pre-contract Integrity Pact	Pre-contract Integrity Pact as per Annexure III . In case of Consortium, this agreement must be signed by all Consortium members.
8	Undertaking for banning	Undertaking for banning/ delisting as per Annexure IV . In case of Consortium, this agreement should be signed by lead member.
9	Format of Bid Securing Declaration	Bid Securing Declaration as per Annexure V . In case of Consortium, this agreement should be signed by lead member.
10	Declaration on genuineness of information	Declaration by bidder on genuineness of information uploaded as per Annexure VI . In case of Consortium, this agreement should be signed by lead member.
11	Permanent Account Number	Copy of valid Permanent Account Number (PAN) of bidder, duly attested by the authorized representative of the bidder. In case of consortium, PAN of all members of Consortium, duly attested by the authorized representative of the bidder shall be furnished
12	GST Registration	Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate Indian authority to the bidder, duly attested by the authorized representative of the bidder. In case of Consortium, Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate authority to the lead member of the Consortium, duly attested by the lead member of the Consortium shall be furnished.
13	Joint bidding agreement	Consortium Agreement as per Annexure VII if the Bidder is a Consortium
14	Power of Attorney for Lead Member	As per Annexure VIII , if the Bidder is a Consortium

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6.2 Presentation on Specified skills:

- a) Bidders are required to give a presentation before the CIL authorities on methodology proposed for the work put to tender.
- b) Presentation is a part of the MQR and eligibility criteria with marks allotted to it alongside other evaluation criteria as mentioned at ITB clause 4.0. As such, bidders have to upload the presentation at the time of document submission as mentioned at sl. No. 5 of table in ITB clause 4. The same presentation will be conducted before the CIL authorities on the scheduled date.
- c) Bidders, who do not give the presentation, will be disqualified and will not be considered for further evaluation.
- d) Presentation is expected to demonstrate the ability of the bidder to roll out and establish Digital Dispensary with the hardware- Integrated Telemedicine Terminal with real time video conferencing, Clinical Decision Support System, e-Prescription, Electronic Medical Records with Medical Device Data Integration and monitoring and analytics; software- Deployment of telemedicine (video) software with Clinical Decision Support System (CDSS); support to ensure seamless performance of the digital dispensary system; training and capacity building; and providing its empaneled doctors for consult as mentioned in the scope of work (clause 2) of Section IV (Objectives, Scope of work and Technical Specifications).
- e) Presentation will be scheduled after ten days of the bid submission end date. Each bidder will get 40 minutes for the presentation followed by 20 minutes for clarifications, if any, from CIL.

6.3 Price Bid/ Bill of Quantity (BOQ):

The Price bid/ Bill of Quantity (BOQ) in excel format (password protected) will be available on CIL's e-Procurement portal. Bidder is required to download this excel file, fill in the details of rates for the offered items, and upload the same file during bid submission. Any incomplete or conditional price bid or price bid which is not submitted as per the instructions given above shall be rejected.

Under Price Bid, the bidder shall quote the rate per centre. Price bid shall have two components-

- a) One time capex price and,
- b) Opex price for 5 years considering 20 consults per day.

The financial bid will be in two parts as under:

No.	Price component per centre	Unit	Sign	Weightage of opex
1	One-time Capex price	Per centre	Cap	NA
2	Opex price			
2(a)	Price of system operationalisation	*For 6,240 consults per centre per year	Op1	90%
2(b)	Price for use of bio-chemistry analyser	** For 3,120 consults per centre per year	Op2	10%

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* The figures are based on the estimate of 20 consults per day per center utilizing the digital terminal. 20 consults per day x 6 days per week x 52 weeks x 1 year= 6240 consults per center.

** The figures are based on the estimate of 10 consults per day per center (out of the 20 consults utilizing the digital terminal) undertaking tests on bio-chemistry analyser. 10 consults per day x 6 days per week x 52 weeks x 1 year= 3120 consults per center.

Note: For Op1 (sl no. 2a) and Op2 (sl no. 2b), bidder shall give yearwise values.

One-time Capex price: Towards providing each digital dispensary centre with all equipment, instrument, software solution license for video conferencing i.e. Hardware, Software and Initial training & capacity building.

Price for system operationalisation

(Price to be quoted per centre per year based on the estimate of 20 consults per day per center. 20 consults per day x 6 days per week x 52 weeks x 1 year= 6,240 consults per center separately for all 5 years).

- i. Towards regular service for ensuring seamless performance, the agency shall maintain/ upgrade/ update etc the backend telemedicine platform and the software at the backend, doctors' end, dispensary end etc.
- ii. This also includes onboarding and training charges of all such doctors and staff identified and informed by CIL to the selected bidder at the time of commissioning of each centre.
- iii. This also includes consumables (including dry-chemistry disc) of Bio-chemistry analyser.
- iv. This also includes AMC from 1st year onwards till completion of contract.
- v. In addition, any new staff as identified by the Owner will also be provided online training in batches of not less than 10. Such training will be given once in 4 months subject to identification of batch.
- vi. Refer sl.no. 1.15 of Table above on Equipment, Instrument, Furniture & Fixtures. Cartridge and paper for the printer shall be provided by the concerned healthcare centre where the digital dispensary would be installed.
- vii. Maintenance and Administrative Services post commissioning as specified at clause 5.0

Price for use of bio-chemistry analyser:

[Price to be quoted per centre per year based on the estimate of 10 consults per day per center (out of the 20 consults utilizing the digital terminal) undertaking tests on bio-chemistry analyser. 10 consults per day x 6 days per week x 52 weeks x 1 years= 3,120 consults per center separately for all 5 years]

Note:

Note: For payment purpose, price per consult will be calculated separately for each year as under:

- Total opex price for year-1= $(2a \times 0.9) + (2b \times 0.1)$
- Opex price per consult for year-1= $[(2a \times 0.9) + (2b \times 0.1)]/6240$

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- Similarly, opex price per consult will be determined for year 2,3,4 and 5. Payments shall be made on opex price per consult so arrived. Thus, actual payment for a particular year shall be made for the number of actual consults based on opex price per consult for that year.
- There is a provision for minimum guaranteed payment of 10 consults per day.

6.4 Submission of supporting documents:

1. Bidders are to submit the information in an objective manner confirmed by the uploaded supporting documents. The documents relating to the information furnished online, based on which the evaluation takes place, will only be considered. If the bidder uploads any other document, it will be given no cognizance.

2. All supporting documents/ certificates being submitted to support MQR must be uploaded in the specified folders. If same certificate or document is being used to support more than one criterion, same document must be uploaded, separately, in each folder. For example, if same customer certificate is being used to meet different criteria of MQR, same certificate should be uploaded in each of the corresponding folders.

3. Each document must be clearly marked to indicate the criteria being supported by the document. For example, all MQR documents must be marked with MQR/(Sl. No of criteria)/ (document number). As such, MQR/1/ (1 of n) means that uploaded document is '1' of the total 'n' documents, supporting criteria 1 of the MQR.

7.0 Clarifications and Amendments to Bid Documents:

7.1 A pre-bid meeting shall be organized as per details provided in ITB clause-5 to provide clarifications sought by the bidders.

7.2 A prospective bidder can ask for any clarification to the Bid Documents by sending its query (ies) online within the specified time mentioned in the NIT clause-1.

7.3 At any time prior to the deadline for submission of bids, CIL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, issue amendments/ notifications/ corrigendum/ clarifications to the Bid Documents.

- Any corrigendum / clarifications (as deemed fit by CIL) to the Bid Documents will be notified online and will be binding on prospective bidders. Confirmation of the fact that each bidder has submitted its bid after due consideration of the corrigendum to the NIT shall be given in the Letter of Bid to be submitted as per Annexure 1a.
- In order to afford prospective bidders reasonable time to take notice of the amendment/ notification/ corrigendum/ clarifications into account in preparing their bid, CIL may, at its discretion, extend the deadline for the submission of bids.

8.0 Language of Bid

All documents, including but not limited to the proposal, correspondences and documents enclosed as part of the proposals relating to the bid shall be in the English language. If any certificate/ work order/

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agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate/ work order/ agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

9.0 User Portal Agreement

The bidders shall accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

10.0 Bid Opening:

- a) Part-I bid will be decrypted and opened on-line, on the scheduled date and time for all bidders who have submitted the bid.
- b) Thereafter, 'TPS' sheet and the folders prefixed as 'MQREC' & 'LOBDOCS' shall be examined based on the supporting documents furnished by the bidders on-line, in accordance with ITB clause 4.0.
- c) For shortfall /clarifications, 7 days' time i.e. 7x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents.
- d) The **Price Bid (Part II)** of the qualified bidders, will be decrypted and opened on-line, on the scheduled date and time to be duly intimated, online.
- e) In case the day (for opening of any part of the bid) falls on/becomes a holiday, bids will be opened at the same specified time on the immediately next working day. Further in case of any change of date and/or time, the same will be intimated / uploaded on the designated website of CIL separately.

11.0 Methodology of Evaluation of the bid

11.0.1 Compliance with Minimum Qualification Requirements and Eligibility Criteria

Bidder is required to meet the Minimum Qualification Requirements (MQR) as given in ITB clause 4.0. At the same time, Bidder is required to score at least 70 out of 100 marks in the Eligibility Criteria. Both MQR and Eligibility Criteria carry same set of 5 parameters as specified in the Table in ITB clause 4.0. Bidder's response as per TPS sheet and the submitted documents supporting the qualifications (submitted in the folders prefixed as 'MQREC' & 'LOBDOCS'), will be examined and bids of only those bidders, who comply with these qualification parameters, will be considered for further evaluation.

In effect, there are two pre-eligibility criteria as under which together make the bidder eligible for the financial evaluation which is the bidding parameter. Here the bidder has to qualify on each of the 5

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MQR requirements (Sl. no. 1 to 5 in the table at ITB clause 4) and has to score aggregate of at least 70 out of 100 marks for all 5 parameters put together.

As specified in the Table in ITB clause 4.0, 10 marks have been assigned for presentation to be given by the bidder. Presentation is mandatory and is part of the MQR. Process for the presentation:

- a) Detailed process of the presentation has been explained in ITB clause 6.3.
- b) Evaluation shall be done by a Committee and will include members duly nominated by Competent Authority. Scoring of the presentation will be based on pre-defined evaluation criteria as prescribed at table in ITB clause 4.0. Complete presentation will be video-graphed for record.
- c) After the completion of the presentation, scores (out of a total of 10) of all the bidders will be enclosed in a sealed cover in separate envelopes or password protected document.

Process for examination of compliance parameters:

- (a) TPS sheet and supporting documents prefixed as 'MQREC' & 'LOBDOCS' will be opened for those bidders who have participated in the Presentation. Evaluation of compliance will be carried out on the basis of submitted information and supporting documents furnished by the bidder in the 'MQREC' folders. Bidder is required to fulfil the MQR as mentioned in column C of MQREC Table at ITB clause 4.0.
- (b) Scoring on Eligibility parameters as specified in column F will be given to those bidders who comply with the MQR on each of the 5 parameters. Bidders will be given score out of 90 marks for sl. No. 1 to 4 of the eligibility parameters (excluding 10 marks of presentation) as per the MQREC Table at ITB clause 4.0.
- (c) Sealed envelope/ password protected document of Presentation marks will now be opened and presentation scores of the bidders will be added to their score calculated through TPS sheet to get Total Eligibility Score out of 100, for each bidder.
- (d) Bidders, who obtain a Total Eligibility Score of 70 or above will qualify for price bid evaluation.

11.0.2 Price evaluation:

- a) Bidders complying with MQR and scoring 70 or more out of 100 in the Eligibility Criteria will have their price bids opened. The Price Bid (Part II) will be decrypted and opened on-line, on the scheduled date and time to be duly intimated, online.
- b) In case the day (for opening of any part of the bid) falls on/ becomes a holiday, bids will be opened at the same specified time on the immediately next working day. Further in case of any change of date and/ or time, the same will be intimated/ uploaded on the designated website of CIL separately.
- c) The financial bid will be in two parts as under:

No.	Price component per centre	Unit	Sign	Weightage of opex
1	One-time Capex price	Per centre	Cap	NA
2	Opex price			

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2(a)	Price of system operationalisation	*For 6,240 consults per centre per year	Op1	90%
2(b)	Price for use of bio-chemistry analyser	** For 3,120 consults per centre per year	Op2	10%

* The figures are based on the estimate of 20 consults per day per center utilizing the digital terminal. 20 consults per day x 6 days per week x 52 weeks x 1 year= 6240 consults per center.

** The figures are based on the estimate of 10 consults per day per center (out of the 20 consults utilizing the digital terminal) undertaking tests on bio-chemistry analyser. 10 consults per day x 6 days per week x 52 weeks x 1 year= 3120 consults per center.

- d) For Op1 (sl no. 2a) and Op2 (sl no. 2b), bidder shall give yearwise values. Subsequently, for the purpose of evaluation, the yearwise values shall be discounted @ prevailing base rate of SBI (which is 7.45%) to arrive at the Present value (PV). The gross present value will be the sum of the present value of all 5 years which will be used as a bid parameter.

Illustration:

Price for system operationalisation (=Op1)			
Year	Quoted value per year per centre	Discount factor	PV
1	249600	0.9306	232294
2	280800	0.8661	243212
3	312000	0.8060	251498
4	343200	0.7502	257467
5	374400	0.6982	261399
Total=	1560000	0.6498	1245870
$\Sigma PV_Op1 = 12,45,870$			

Price for use of bio chemistry analyser (=Op2)			
Year	Quoted value per year per centre	Discount rate	PV
1	31200	0.9306	29,037
2	37440	0.8661	32,428
3	43680	0.8060	35,210
4	49920	0.7502	37,450
5	56160	0.6982	39,210
Total=	218400	0.6498	173,334
$\Sigma PV_Op2 = 1,73,334$			

- e) The financial quote of a particular bidder will be determined as under:
 Financial quote= Cap + $\{(\Sigma PV_Op1 \times 0.9) + (\Sigma PV_Op2 \times 0.1)\}$
- f) The bid having the lowest financial quote shall be termed as the lowest evaluated bid.

Note: For payment purpose, price per consult will be calculated separately for each year as under:

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- Total opex price for year-1= $\{(2a) \times 0.9\} + \{(2b) \times 0.1\}$
- Opex price per consult for year-1= $\{[(2a) \times 0.9] + [(2b) \times 0.1]\}/6240$
- Similarly, opex price per consult will be determined for year 2, 3, 4 and 5. Payments shall be made on opex price per consult so arrived. Thus, actual payment for a particular year shall be made for the number of actual consults based on opex price per consult for that year.
- There is a provision for minimum guaranteed payment of 10 consults per day.

12.0 Shortfall/ Confirmatory Documents

During evaluation and comparison of bids, CIL may ask the bidder for clarifications on the bids. The request for clarification shall be communicated to the bidder via the e-procurement portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

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. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for within a target date as above). 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 supply order without its completion/ performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall / Confirmatory Documents', after scrutiny of bids, indicating the start date and end date giving 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" 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 personalised dashboard at least once daily after opening of bid.

CIL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made 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. CIL will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and minimum qualification requirement without deviations, exceptions, objections, conditionality or reservations.

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13.0 Bid Validity

The bids submitted online shall remain valid for a period of one hundred and twenty (120) days from the last/ end date of submission of the bid. In exceptional circumstances, CIL may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail / speed post. A bidder may refuse the request and it will not imply future banning of the bidder. A bidder who accepts the extension of bid validity, will not be permitted to modify its bid.

14.0 Influencing CIL

- a) Bidder shall contact CIL on any matter relating to its bid only in writing, from the time of the opening of bids to the time the Contract is awarded.
- d) Any effort by a bidder to influence CIL in CIL's bid evaluation, bid comparison or decisions to award the Contract shall result in rejection of the bidder's bid.

15.0 Award Criteria

Subject to compliance of clauses 3 of NIT (Section I) & clause 4, 6 and 11 of ITB (Section II) and bid being acceptable with respect to Bid Documents, with acceptable bid price, CIL shall award the Contract to the successful bidder.

16.0 Owner's Right to Accept / Reject the Bid

CIL reserves the right to accept or reject the bid, and to annul the bid process and reject the bid at any time prior to award of Contract Agreement, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CIL's action.

17.0 Notification of Award:

Prior to the expiration of the period of bid validity/ extended bid validity, CIL will notify the successful bidder electronically on e-procurement portal of CIL which the bidder can download at its personalized dashboard on the portal. Additionally, it shall be communicated in writing by registered/ speed post or by e-mail that its bid has been accepted. However, electronic communication shall be treated as 'Notification of Award'. The Notification of Award/ Letter of Award shall constitute the formation of the contract and will be considered for all purposes of execution of contract provisions, till such time as the written Contract Agreement is signed by the Parties.

18.0 Modification and Withdrawal of Bid

- a) Modification and withdrawal of bid till the end date of submission of bids shall be guided by clause 5 of Section I: NIT.
- b) Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the Bid Documents or as extended pursuant to clause 13 of ITB may result in the forfeiture of the bid security/ EMD/ banning pursuant to clause 3 of NIT. In such cases, the bidder will not be allowed to participate in the re-tender.

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19.0 Scope of Proposal

- a) The bidder has to quote for the entire scope of work as indicated in Technical Specifications (Section IV) of the Bid Documents. The scope of the bid/ proposal shall be on the basis of a single bidder's responsibility, completely covering all the supplies/ services as specified under the Bid Documents. It will *inter-alia* include all such supplies/ services which are not specifically mentioned in the Bid Documents but are essential to complete the scope of work and are, therefore, incidental thereto under the Contract which are to be included at no extra cost to CIL.
- b) Bid not covering the entire scope of work shall be treated as incomplete and hence may result in rejection of the bid.
- c) The bidder is expected to examine all instructions, terms and conditions in the Bid Documents. Failure to fulfill all requirements/ furnish information required as per Bid Documents may result in the rejection of their bid.
- d) All the cost and expenses incidental to the preparation/ submission of the bids/ proposals, discussions, meetings and conferences, if any, including pre-bid & pre-award discussions with the bidder, technical and other presentation including any demonstrations etc. shall be to the account of the bidder and CIL shall bear no liability whatsoever for such costs and expenses.
- e) Bidders must familiarize themselves with local conditions and take these into account while preparing their bids/ proposals. In this regard, bidders may contact the following persons at Coal India Limited, Coal Bhawan, Premises No. 04-111, AF-III, Action Area 1A, New Town, Rajarhat, Kolkata 700 156:

Tender inviting authority	Contact Person(s) communication address
Executive Director (Community Development-Welfare)	Coal India Limited, (Second Floor), Coal Bhawan, Action Area 1-A, New Town, Rajarhat, Kolkata 700156 Phone (033) 71104239 email: edcd.cil@coalindia.in

20.0 Prevention of Fraud and Corruption

20.1 It is CIL's policy to ensure that CIL as well as bidder 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 tendering process or during execution of the Contract:

1. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the tendering process or to otherwise influence the tendering process or contract execution.
2. "Fraudulent Practice" means 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 the tender process or to secure a contract or in execution of the contract.

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3. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process or affect the execution of a contract.
4. "Conflict of interest" means if the bidder or their personnel have relationships or financial or business transactions with any official of CIL who are directly or indirectly related to the tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from CIL with an intent to gain unfair advantage in the tendering process or for personal gain.
5. "Obstructive practice" means to materially impede CIL'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 CIL's rights of audit or access to information.

Anything not specifically mentioned here or anywhere in the Bidding Documents, shall be dealt as per relevant law of the land.

20.2 Measures to be taken by CIL

- a) The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tendering process. Notwithstanding anything to the contrary contained in the Bidding Documents, CIL may annul the tendering process without being liable in any manner whatsoever to the bidders, if it determines at any time that the bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Collusive Practice, Coercive Practice, Conflict of Interest or Obstructive Practice (collectively the "Prohibited Practices") in the tendering process.
- b) CIL will reject a bid/ proposal for award if it determines at any time that the bidder recommended for award was engaged in any Prohibited Practice as detailed under Clause no 20 of ITB during the selection process and/ or execution of the Contract.
- c) Without prejudice to the rights of CIL under the Clause No 20 (c) and (d) and the rights and remedies which CIL may have under the Letter of Award or the Contract, if the bidder is found by CIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the tendering process, or after the issue of the Letter of Award or the execution of the Contract Agreement, the bidder shall not be eligible to participate in any tender issued by CIL or its subsidiaries for specified period as per the relevant policies of CIL.

21.0 Conflict of Interest

- a) The bidder represents and warrants that it is not aware of any conflict of interest with respect to the Contract. Without limiting the foregoing, the bidder represents specifically that neither the bidder nor the its personnel have knowingly promised or conferred any financial benefits, of any kind whatsoever, to any employees of the Owner or such employees' dependents or its (bidder's) personnel in obtaining the Contract or performing its terms and conditions. The bidder shall use all

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reasonable efforts to prevent its personnel from engaging in activities known to be contrary or detrimental to the best interests of the Owner.

- b) The provisions with respect to “Conflict of Interest” as contained in the Manual for Procurement of Consultancy and Other Services, 2017 issued by the Department of Expenditure, Ministry of Finance, Government (as amended and available at the website of the Department of Expenditure, Ministry of Finance, Government of India) shall apply to this tender as applicable.

22.0 Beneficial ownership of the bidder

22.1 The bidder represents and warrants that the ultimate beneficial ownership of the shareholders of the bidder do not belong to any country which shares land border with India, as specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“**Indian Procurement Laws**”) read paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. For the purposes of this clause determination of ultimate ‘beneficial ownership’ shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended from time to time).

22.2 In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder represents and warrants that it is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. In such an event, the bidder shall submit a certified true copy of such registration obtained by the bidder with the competent authority.

22.3 An undertaking in the format given in Annexure I-D for the ultimate beneficial ownership of the bidder shall be submitted where the bidder shall: (a) disclose its ultimate beneficial ownership, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India, as amended; and (b) ensure that the beneficial owner(s) of the bidder do not belong to any country which shares a land border with India. For the purposes of this sub-clause determination of ‘beneficial owner’ shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended).

22.4 In pursuance of Office Memorandum No. F. 18/37/2020-PPD Dated 8th February 2021 regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017,

- a) A bidder is permitted to procure raw material, components, sub-assemblies etc from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as “sub-contracting”.

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b) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

23.0 Immunity to Government of India

It is expressly understood and agreed to by and between the bidder and CIL that CIL will enter into the Contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CIL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The bidder expressly agrees, acknowledges and understands that CIL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the Bid Documents or the Contract. Accordingly, the bidder hereby expressly waives, release and forgoes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Bid Documents and/or the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under any Bid Document and/ or the Contract.

24.0 Applicable Law and Jurisdiction:

All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the Parties hereunder shall be governed by and interpreted in accordance with the Laws of India (both procedural and substantive) and, subject to CC Clause 8, the Parties hereby agree to submit to the jurisdiction of the courts in Kolkata only, in respect of the job/ work/ assignment awarded by Coal India Limited.

Section III

Conditions of Contract

1.0 Definition of Terms

In the Contract, the following terms shall be interpreted as indicated below:

“Contract” means the Contract Agreement and the Contract Documents, together with any amendments and clarifications issued from time to time, provided that until the Contract Agreement is signed between the Owner and the Contractor, the LOA together with the Contract Documents, shall constitute the Contract.

“CC” means the Conditions of Contract.

“Contractor” means a firm/ company/ contractor/ supplier/ agency/ consortium on whom LOA has been placed after it has bid for the tender and has been declared successful on completion of the entire process of evaluation and has signed the Contract Agreement.

“Contract Documents” means the documents specified in CC clause 3.0.

“Contract Agreement” means the agreement to be entered into between CIL/Owner and the Contractor using the format of Contract Agreement contained in the Proposal. The date of the Contract Agreement shall be recorded in the signed form.

“Contract Price” or **“Total Contract Value”** means the quoted price plus GST, payable to the Contractor, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement, as arrived at, based on the individual rates quoted by the Contractor for one-time capex price and service price (opex) separately for each of the 5 (five) years (as specified in ITB clause 6.3, ITB clause 11.0.2, and clause 3.0 of Section IV) and the various items as accepted by the Owner, with or without any alteration, as the case may be.

“Notification of Award”/ “Letter of Award (LOA)” means the official notice issued by the Owner notifying the Contractor that its bid has been accepted.

“Pre-contract Integrity Pact” means the agreement, in the format provided in Annexure V, to be submitted by a bidder at the time of submitting its bid in the manner set out in the Bid Documents. Non-submission or submission of an invalid Pre-contract Integrity Pact will lead to rejection of the bid.

“Owner” means Coal India Limited (CIL) and shall include Subsidiaries, its legal representatives, successors and assigns and includes Area General Manager of the Area for the Digital Dispensary unit(s) commissioned in that Area.

“Nodal Officer” means a person designated to oversee the operationalisation of the Contract. Area Medical Officer of the Area will be the Nodal Officer for the Digital Dispensary unit(s) commissioned in that Area.

Section-III: Conditions of Contract (CC)

“Project Manager” means the person/s appointed by the Contractor to manage activities relating to implementation of such functions/ processes as may be designated by the Contractor.

“Day” means calendar day of the Gregorian calendar.

“Week” means continuous period of seven (7) days.

“Month” means calendar month of the Gregorian calendar.

“Year” means a period of twelve (12) consecutive months.

“Contract Period” is the time period, in days, during which the Contract governs the relations and obligations of the Owner and the Contractor.

“Site” means the dispensary, healthcare centre, land and other places upon which the Facilities are to be supplied and installed, and such other healthcare centre, land or places as may be specified by the Owner in the Contract as forming part of the Site

2.0 GENERAL

2.1 The Conditions of Contract (CC) shall be read in conjunction with the Scope of work, Annexures and any other document forming part of the Contract, wherever the context so requires and shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 The language of the bid/ offer, drawings & all correspondences between the Owner and the Contractor shall be in ‘English’ only. However, any printed literature furnished by the Contractor may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation, the English translation shall govern. The Contractor shall bear the costs and risks of such translation.

2.3 Words importing singular shall include plural and vice versa. The headings in the CC are for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

2.4 Words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.

2.5 Unless the context otherwise requires, all references to a person and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, governmental authority, association of persons or partnership (whether or not having separate legal personality) of two or more of the above and shall include the successors and assigns.

2.6 Time shall be the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be the essence.

2.7 The rule of interpretation which requires that an agreement be interpreted against the person drafting it shall have no application in the case of the Contract.

2.8 Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them elsewhere.

3.0 CONTRACT DOCUMENTS

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

- 1) Notification of Award/ Letter of Award duly accepted by the Contractor together with its amendments
- 2) Section-I: e-Tender Notice (NIT) including subsequent corrigendum/amendments/ clarifications,
- 3) Section-II: Instructions to Bidders (ITB) including subsequent corrigendum/amendments/ clarifications,
- 4) Section-III: Conditions of Contract (CC) including subsequent corrigendum/amendments/ clarifications,
- 5) Section-IV: Objective and Scope of work including subsequent corrigendum/amendments/ clarifications,
- 6) Letter of Bid along with Appendices / Annexure(s)/ Attachments, etc;
- 7) The Contract Agreement.
- 8) User Portal Agreement.

In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/clarification of the Owner shall be final and binding with regard to the intention of the document or Contract, as the case may be.

Format of Contract Agreement is enclosed as Appendix I.

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in the Bid Documents except for purposes of performing the Contract.

5.0 NOTICES

5.1 Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing or by e-mail and confirmed in writing to the other Party's address specified in the Contract Documents.

5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT:

6.1 “Contract Performance Guarantee”/ “Security Deposit” shall consist of Performance security to be submitted at award of work by the successful bidder. The Security Deposit shall bear no interest.

6.2 Performance security shall be 10% of Total Contract Value and has to be submitted by the Contractor within Twenty-One (21) days of issue of LOA in any of the forms given below.

a) An irrevocable, unconditional, replenishable, payable on first demand performance bank guarantee in the form, given in Appendix VIII, from (i) any schedule bank acceptable to the Owner. Bank guarantee issued by out station bank shall be operative at their local branch in Kolkata. The bank guarantee shall contain complete postal address, telephone number and email address of both out station bank issuing the bank guarantee as well as its local operating branch OR (ii) a foreign bank located in India and acceptable to the Owner. A format of the performance bank guarantee is enclosed as Appendix II.

b) NEFT/RTGS/Demand Draft drawn in favour of **Coal India Limited** payable in Kolkata.

6.3. Failure of the Contractor to comply with the requirements as above shall constitute sufficient ground for cancellation of the LOA. The Contractor may also be debarred from participating in any future tenders floated by the Owner and its subsidiaries for a minimum period of twelve (12) Months.

6.4 The bank guarantee amount shall be payable to the Owner/ Nodal Officer without any condition whatsoever. The Contractor may also submit separate Bank Guarantee in respect of each individual Dispensary to the respective Nodal Officer.

6.5 While offering bank guarantee as the performance security, the Contractor shall have to ensure that the said bank guarantee remains valid for sixty-seven (67) months from the date of LOA and shall be released/ renewed (for such further period), as may be required by the Owner/ Nodal Officer.

6.6 The Owner shall without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to deduct/ appropriate/ encash from the Contract Performance Guarantee/ Security Deposit such sums as are due and payable by the Contractor to the Owner as may be determined in terms of the Contract, and the amount appropriated from the Contract Performance Guarantee/ Security Deposit shall have to be restored by Contractor within thirty (30) days of such deduction/ appropriation by the Owner, failing which the Owner shall be entitled to terminate the Contract.

6.7 The amount of the Contract Performance Guarantee/ Security Deposit as existing on the the date of completion of contract will be released after successful completion of the Contract.

6.8 The bank guarantee issued by the bank on behalf of the Contractor in favour of “Coal India Limited” shall be in paper form as well as issued under “Structured Financial Messaging System”. The details of beneficiary for issue of BG under SFMS Platform is furnished below:

Name of Bank: ICICI Bank

Branch Name: Rasoi Court

IFSC Code: ICIC0000006

Account No.: 000651000038

Customer ID: 066312

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6.9 The bank guarantee submitted by the Contractor as performance security shall be encashable by the Owner/ Nodal Officer within the currency of the said bank guarantee, in the event of the Contractor's failure to complete the obligations under the Contract.

7.0 APPLICABLE LAW AND JURISDICTION

All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the Parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and subject to CC clause 8, herein below, the Parties hereby agree to submit to the jurisdiction of the courts in Kolkata.

8.0 SETTLEMENT OF DISPUTES

8.1 It is incumbent upon the Contractor to avoid litigation and disputes during the course of execution of the Contract. However, if any dispute(s), difference(s), claim(s) or question(s) arise out of or in connection with or relating to the Contract ("**Dispute**") between the Contractor and the Owner, to the extent possible, effort shall be made in the first instance to resolve such Dispute amicably between the Parties by referring such Dispute to the Director (Personnel) of the concerned subsidiary company, who within a period of fifteen (15) days after being requested by either Party to do so, shall give his decision in writing to the Parties.

8.2 In case such Dispute remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be referred to and settled by the Director (P&IR), CIL.

8.3 Save as hereinafter provided, such decision in respect of every Dispute so referred shall be binding upon, and shall forthwith be given effect to by, the Contractor who shall comply with all such decisions, with all due diligence.

8.4 Any Dispute which remains unresolved pursuant to the actions taken under the aforesaid clauses shall be submitted to final and binding arbitration at the request of any Party upon written notice to the other Party, and the following shall apply to such arbitration:

8.4.1 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 All proceedings of such arbitration shall be in the English language and the seat, place and venue of arbitration shall be Kolkata, India;

8.4.2 The arbitral panel shall consist of a sole arbitrator to be appointed by the competent authority of the Owner;

8.4.3 The decision of the sole arbitrator shall be final and binding on the Parties; and

8.4.4 The Owner shall have the right to replace and appoint a new arbitrator in the event the arbitrator, appointed by it pursuant to CC clause 8.4.2, expires, neglects or refuses to act, resigns or is unable to act as a sole arbitrator for any reason whatsoever, or if his/ her award is set aside by the court for any reason.

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8.4.5 In case such dispute between CIL and Public Sector Enterprises (s) and Govt. (s) Deptt.(s) remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be resolved through the mechanism as detailed under Order no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Govt. of India, on the subject AMRCD dispute resolution mechanism of CPSE(s), brief of which stated below.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 ”

8.5 Notwithstanding any disagreement, Dispute, protest, or proceedings arising directly or indirectly out of the Contract, the Contractor shall at all times perform the Services in accordance with the Contract and shall not suspend performance of the Services on account of such disagreement, Dispute, protest or proceedings.

9.0 TERMS & CONDITIONS OF PAYMENT

9.1 The Contractor's quoted price for all supplies and services required under the Contract is inclusive of all incidental costs (such as cost of man hours spent in Owner's office/ Site during any data collection and discussion etc, all expenses for personnel services, visits, transport charges, cost of collecting required data etc., and all necessary services, materials, stationery, computer services, typing, printing, photocopying etc. to fulfill the requirement of the scope of work).

9.2 Payments shall be made only after signing of Contract Agreement and submission of following documents:

- i) Letter of Award (LOA) duly accepted by Contractor,
- ii) Contract Performance Guarantee (CPG) / Security Deposit as per CC clause 6.0 above,
- iii) Any other document as specified in the LOA/Contract, and
- iv) Any documents, as prescribed under the relevant law, required by the Owner and/or subsidiary (ies) for availing input tax credit.

In general, payment will be made within twenty-one (21) days of the submission of specified documents, as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating basic price and GST), subject to the veracity of the bill/ invoice submitted by the Contractor. Contractor shall raise invoice in the name of specific Nodal Officer for each of the Digital Dispensary unit.

9.3 Payment Schedule: Payments shall be released on completion of milestone/ activities (as applicable) as given below. Area Medical Officer who is the 'Nodal Officer' entrusted with overseeing

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the work will accept the Invoice on preliminary certification by the Medical Officer incharge of the Dispensary. The payments shall be made separately for each centre.

No.	Component	Payments	Documents needed
1	One-time Capital Price (Capex)	On completion delivery, installation, commissioning and initial training & onboarding and raising of Bill	Certificate of commissioning and completion of training endorsed by Area Nodal Officer, GST invoice
2	Recurring Operational Price (Opex)	On completion of each quarter of the Support period and raising of Bill	Performance certificate endorsed by Area Nodal Officer, Statement of KPI, GST invoice,

Note: Number of consult can be verified from the system generated statement of number of consults which can be downloaded/ printed from the system dashboard.

9.4 E-Payment: The Owner shall make all the payments under the Contract to the Contractor through e-payment system. The Contractor shall open an account with banks having Core Banking Facility (CBS Branch) and fill in enclosed Electronic Fund Transfer (EFT) Form at Annexure II and submit along with the proposal. In case Contractor fails to provide requisite information as sought, it may result in delay in payment for which the Owner will not be responsible.

9.5 Taxes and Duties

(i) The Contractor shall be entirely responsible for payment of all taxes, duties, fees and other levies that are payable in respect of the Contract and the performance of the Services, except GST as applicable, which will be payable by the Owner/ respective subsidiary to the Contractor.

(ii) No additional claim on account of any taxes, duties, fees and other levies or interest thereon shall be entertained by the Owner/ respective subsidiary except as provided in paragraph (iii) below.

(iii) If during the Contract Period (or any extension thereof, not being an extension for reasons attributable to the Contractor) any new taxes are notified by the applicable statutory authority in India and such new taxes are applicable on the goods/ services, then such new taxes shall be to the Owner's account. No extra payment will, however, be made without presentation of supporting documents.

(iv) If it is statutory requirement to make deductions towards any taxes and duties, the same shall be made by the Owner and a certificate for the same shall be issued to the Contractor. Contractor will indemnify CIL and its subsidiaries for any tax loss suffered by CIL and/ or its subsidiaries due to any non-compliance of tax laws by Contractor.

(v) All applicable taxes, duties including but not limited to custom duties, surcharges/ cess etc and other levies for all transactions under the Contract are included in the Contract Price, other than GST.

(vi) The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of its employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner in this regard. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, 1961 for the Contractor or his

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personnel. If it is obligatory under the provisions of the Indian Income Tax Act, 1961 deduction of income tax at source shall be made by the Owner.

All tax invoices to be raised by the Contractor must be in compliance with the applicable Goods and Services Tax laws including the relevant acts, rules, regulations and notifications made thereunder (the 'GST Laws') and should bear the GSTIN number of the Owner and/or respective subsidiary on whom such invoices have been raised. The rate and amount of CGST& SGST, IGST, and GST (Compensation to state) cess, related to supply of goods and/or services, shall be shown separately in the tax invoices.

(viii) The CGST and SGST, IGST and GST (Compensation to state) cess, as applicable at the time of supply of goods and/or services, shall be paid extra against submission of proper tax invoice. Input Tax Credit (ITC) on GST is not available to the Owner on items/ services related to this tender / Contract Agreement.

(ix) The amount of CGST & SGST or IGST, GST (Compensation to State) cess, as indicated in the tax invoice shall be normally paid only when they appear in GSTR 2A of the Owner/respective subsidiary and the Contractor has filed the valid return in accordance with the applicable provisions of the GST Laws. However, if Owner/respective subsidiary decides to pay the taxes before reflection of invoice in GSTR 2A, Owner/respective subsidiary reserves the right to recover the said taxes from the current bills or any other dues of the Contractor, if such invoices are not reflected in GSTR 2A as per the provisions of the GST Laws.

(x) In the event of any additional tax liability accruing on the Contractor to classification issue or for any other reason, the liability of the Owner/ respective subsidiary shall be restricted to the amount of GST charged on the original tax invoice issued by the Contractor.

(xi) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the Contractor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the Contractor against its bill/ invoice or any other dues to be recovered from the Contractor.

9.6 Paying Authority: Staff Officer (Finance)/ Area Finance Manager of the Area in which the Dispensary is situated.

10.0 Liquidated Damages (LD) for delay in Completion

10.1 If the Contractor fails to complete the commissioning work on or before the date of completion as per the Timeline(a) specified in clause 4.1 of Section IV- (which says- '*The capex work completion period for establishing all digital dispensary centre with all equipment, instrument, software solution license for video conferencing etc along with initial training and onboarding of doctors and staff [as mentioned at clause 3.0 (D) (a)] shall be 120 days from the date of LOA or 60 days from the date of communication of readiness of site whichever is later*'), it shall, without prejudice to any other right or remedy available under the applicable law to the Owner on account of such breach, pay as compensation/ liquidated damages ("LD") @ half percent (1/2%) of the Contract Price per week or part thereof, of delay.

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The aggregate of such compensation/ compensations, excluding GST as per clause 9.5(xii) of CC (Section-III) shall not exceed ten percent (10%) of the Total Contract Value. The amount of compensation may be adjusted or setoff against any sum payable to the Contractor under the Contract or any other contract with the Owner.

10.2 The Owner, if satisfied, that the works can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of LD.

10.3 The Owner, if not satisfied that the works can be completed by the Contractor, or in the event of failure on the part of the Contractor to complete work within further extension of time allowed by the Owner, the Owner shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the Contract.

10.4 The Owner, if not satisfied with the progress of the Contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the Contract.

10.5 In the event of such termination of the Contract as described in CC clauses 10.3 or 10.4 or both, the Owner, shall be entitled to recover LD up to ten percent (10%) of the Contract Price and forfeit the Security Deposit submitted by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.

10.6 Notwithstanding the above, the total amount of penalty that may be levied by the Owner, as per this CC clause 10 shall not exceed ten percent (10%) of the Contract Price, save and except for reasons stated in CC clauses 13.2(vi) and 13.2(vii).

11.0 Delays not attributed to Contractor

1.1 In case the Contractor's performance is delayed due to any act or omission on the part of the Owner or due to any Force Majeure event, the Contractor shall be given due extension of time for completion of the work, to the extent such omission on the part of the Owner/ Force Majeure has caused delay in the Contractor's performance of the Contract. The Nodal Officer shall consider the reasonableness or otherwise of the extension of time after discussion with all Parties. Detailed procedure for such time extensions is given below.

11.2 On happening of any events causing delay as stated, hereinafter, the Contractor shall intimate immediately in writing to the Nodal Officer:

- a) Due to any reasons defined as Force Majeure.
- b) Non-availability of ready infrastructure which the Owner is responsible for supplying/providing.
- c) Non-availability or non-readiness of the Site to be made available or made available by the Owner.
- d) Delay on the part of the contractors or tradesmen or any third party engaged by the Owner not forming part of the Contract, holding up further progress of the work.
- e) Non-availability of approvals in time, which are to be made available by the Owner, if any, during progress of the work.
- f) Any other causes which, at the sole discretion of the Owner, is beyond control of the Contractor.

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11.3 A "Hindrance Register" shall be maintained by both the Nodal Officer/ authorized medical Officer and Contractor at the Site to record various hindrances, as mentioned above, encountered during the course of execution of the Contract.

11.4 The Contractor may request the Owner/ Nodal Officer in writing for extension of time within fourteen (14) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Owner may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work after obtaining Competent approval. Such extension shall be communicated to the Contractor in writing by the Owner through the Nodal Officer within one (1) month of the date of receipt of such request. The Contractor shall however make its best efforts to prevent or make good the delay by putting its endeavors constantly as may be reasonably required of it to the satisfaction of the Owner/ Nodal Officer.

11.5 Provisional extension of time may also be granted by the Nodal Officer during the course of execution, on written request for extension of time within fifteen (15) days of happening of such events as stated above, reserving the Owner's right to impose/ waive LD at the time of granting final extension of time as per the Contract.

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

11.7 In case the Contractor does not apply for grant of extension of time within fifteen (15) days of hindrance occurring in execution of the work and the Owner wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Nodal Officer at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Nodal Office is valid provided the Contractor accepts the same either expressly or implied by its actions before or subsequent to the date of completion. Such extension of time shall be without prejudice to the Owner's right to levy compensation under the relevant clause of the Contract.

12.0 Force Majeure

12.1 "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation, the following:

- a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- c) sabotage, embargo, import restriction, epidemics, quarantine, and plague; or

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d) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation.

12.2 If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:

- a) the nature and extent of the Force Majeure event which is the subject of any claim for relief under this clause with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the affected Party's performance of its obligations under the Contract;
- c) the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/ events; and
- d) any other information relevant to the affected Party's claim.

12.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time period shall be extended in accordance with CC clause 11.

12.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.

12.5 No delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall:

- a) constitute a default or breach of the Contract; and
- b) (subject to CC clauses 12.2, 12.3, and 12.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

12.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.

12.7 In the event of termination pursuant to CC clause 13 on "Foreclosure and Termination", the rights and obligations of the Contractor and the Owner shall be as specified in CC clause 13

12.8 Notwithstanding CC clause 12.5, Force Majeure shall not apply to any obligation of the Owner to make payments to the Contractor under the Contract for the work done by the Contractor till the time of occurrence of such Force Majeure event.

13.0 Foreclosure and Termination

13.1 Foreclosure of Contract in full or part:

- i. If at any time after issuance of the LOA, the Owner decides to abandon or reduce the scope of the work for any reason, whatsoever, the Owner, through the authorised executive of CIL/ Subsidiary, shall give a ninety (90) day notice in writing to that effect to the Contractor, referring to this clause.
- ii. Upon receipt of the notice of termination/ foreclosure under CC clause 13.1(i), the Contractor shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Owner may specify in the notice of termination/ foreclosure for the sole purpose of protecting that part of the implementation already executed, or any work required to leave the Site in a clean and safe condition. In addition, the Contractor, subject to the payment specified in CC clause 13.1(iii), shall:
 - a) Deliver to the Owner the parts of the Digital Dispensary system implemented by the Contractor up to the date of termination; and
 - b) To the extent legally possible, assign to the Owner all right, title, and benefit of the Contractor to the system as at the date of termination, and, as may be required by the Owner, deliver to the Owner all non-proprietary drawings, specifications, and other documents prepared by the Contractor as of the date of termination in connection with the system.
- iii. In the event of termination/ foreclosure of the Contract under CC clause 13.1 (i), the Owner shall pay to the Contractor, as assessed and certified by authorised executive of CIL.
 - a) The Contract Price, in such proportionate manner as is properly attributable to the parts of the Facilities executed by the Contractor as part of the Contract as of the time of termination/ foreclosure.
 - b) Equitable value of Services/ milestones which are work in progress as on the date of termination/ foreclosure.
 - c) The costs reasonably incurred by the Contractor in the removal of Contractor's equipment and personnel from the Site.
- iv. The Contractor shall, if required by the authorised executive of CIL furnish to him books of accounts, papers, relevant documents as may be necessary to enable the authorised executive of CIL/ Subsidiary assess the amount payable in terms of CC clause 13.1(iii) above. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

13.2 Termination for Contractor's Default

- i. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in any of the following circumstances by giving a notice of thirty (30) days and its reasons therefore to the Contractor, referring to this CC clause 13.2 (i):
 - a) if the Contractor becomes bankrupt or insolvent, or if a liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, compulsory manager, provisional supervisor or similar officer is appointed in respect of the Contractor or any of its assets, or if the Contractor

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makes a general assignment for the benefit of, or enters into a re-organisation, arrangement, compromise or composition with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), or if a petition is presented or filed or an application is made in respect of the Contractor before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Contractor, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Contractor, or if the Contractor takes or suffers any other analogous action in consequence of debt;

- b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of CC clause 14 on “Assignment”; or
 - c) if the Contractor, in the judgment of the Owner, has engaged in Prohibited Practices in competing for or in executing the Contract, including but not limited to wilful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/ or licenses from the owner of such, hardware, software, or materials provided under the Contract.
- ii. If the Contractor:
- a) has abandoned or repudiated the Contract;
 - b) has without valid reason failed to commence the work promptly;
 - c) has failed to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
 - d) refuses or is unable to provide sufficient Materials, Services, or labour to execute and complete the installation and commissioning at rates of progress that give reasonable assurance to the Owner that the Contractor can attain full work execution.

Then, Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this CC clause 13.2(ii).

- iii. Upon receipt of the notice of termination under CC clauses 13.2 (i) or 13.2 (ii), the Contractor shall, either immediately or upon such date as is specified in the notice of termination:
- a) Cease all further work, except for such work as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the Digital dispensary system already executed or any work required to leave the Site in a clean and safe condition;
 - b) Deliver to the Owner the milestones of the Digital Dispensary system implemented by it up to the date of termination, subject to the receipt of payment stated in CC clause 13.2(v);
 - c) To the extent legally possible, assign to the Owner all right, title and benefit of the Contractor to the Digital Dispensary system as at the date of termination of the Contract;

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- d) Deliver to the Owner all drawings, specifications, and other documents prepared by the Contractor as at the date of termination in connection with the Digital Dispensary system.
- iv. The Owner may enter the Site, expel the Contractor, and complete the installation and commissioning by itself or by employing any third party. Upon completion of the installation and commissioning or at such earlier date as the Owner thinks appropriate, the Owner shall give notice to the Contractor that such Contractor's material will be returned to the Contractor at or near the Site and shall return such Contractor's material to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the Contractor's manpower / material from the Site.
- v. Subject to CC clause 13.2(vi), the Contractor shall be entitled to be paid the Contract Price, in such proportionate manner, as is attributable to the portion of the work executed at the date of termination and the costs, if any, incurred in protecting the Facilities till the point of termination of Contract. Any sums due to the Owner from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under the Contract.
- vi. If the Owner completes the installation and commissioning, the cost of completing the installation and commissioning by the Owner shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to CC clause 13.2(v), plus the reasonable costs incurred by the Owner in completing the system exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due to the Contractor under CC clause 13.2(v), the Contractor shall pay the balance to the Owner, and if such excess is less than the sums due to the Contractor under CC clause 13.2(v), the Owner shall pay the sums due to the Contractor after deducting the excess amount. The Owner shall be solely entitled to decide upon the sums and the manner in which such sums shall be paid.
- vii. In case the Owner is unable to complete the work as per the CC clause 13.2(vi) the loss/ damage suffered, if any, by the Owner shall be assessed and determined by the Owner and the same will be recovered from the Contractor. If such amount is in excess of the Security Deposit left with the Owner, the Contractor shall be called upon to pay the same, on demand.

13.3 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

The Contractor shall in addition to any indemnity provided by law, indemnify and hold harmless the Owner, its subsidiaries and their respective directors, employees, officers and agents from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, charges and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury to any person or loss of or damage to any property, arising in connection with the execution of Facilities and by reason of the negligence of the Contractor or its sub-contractors, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its contractors, employees, officers or agents.

14.0 Assignment

The Contractor shall not, without the prior written consent of the Owner, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

15.0 Limitation of Liability of Contractor

Except in cases of criminal act or gross negligence or wilful misconduct,

- a. Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs;
- b. the aggregate liability of Contractor to the Owner, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100% of the Total Contract Value plus escalation, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner/ its subsidiaries under the Contract.

16.0 Severability

If any portion of the Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of the Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

17.0 Binding Effect

The Contract shall be binding upon and shall inure to the benefit of the Owner and the Contractor, and the respective successors, permitted assigns and personal representatives, if any, of each Party.

18.0 Survival

Notwithstanding anything to the contrary written in the Contract, the rights, liabilities and obligations of the Owner and the Contractor which by their very nature survive termination shall survive termination or completion of the Contract; and any termination or expiry of the Contract shall be without prejudice to the rights and obligations of the Parties which have accrued prior to such termination or expiry.

19.0 Entire Agreement/ Waiver

19.1 The Contract sets forth the entire agreement between the Owner and the Contractor, and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of execution of the Contract Agreement and such communications, negotiations and agreements shall not affect or modify any of the terms or obligations set forth in the Contract, except as the same may be made part of the Contract in accordance with its terms, including the terms of any of the Contract Documents.

19.2 None of the provisions of the Contract shall be considered waived by either the Owner or the Contractor unless any of them gives such waiver in writing to the other. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of the Contract unless expressly set forth in such waiver. Without prejudice to the foregoing, none of the following

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shall release the Contractor from any of the warranties or obligations under the Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:

- a. Failure by the Owner to insist upon strict performance of any terms or conditions of the Contract;
or
- b. Failure or delay by the Owner to exercise any rights or remedies provided herein or under applicable law; or
- c. Failure by the Owner to properly notify the Contractor in the event of breach, except for any breach which according to provisions of the Contract has to be notified.

20.0 Intellectual Property Rights (IPR)

20.1 In order to perform the Services, the Contractor must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/ proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, penalties, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.

20.2 Ownership: All documents, materials, reports, information, data, computer software/ tools etc. and Intellectual Property Rights vesting therein, as may be collected by the Contractor, or which shall at any time come into the possession of the Contractor, during the course of providing Services or in connection with the scope of work under the Contract or Bid Documents, shall be the sole and exclusive property of the Owner and shall be submitted to the Owner, at any time as may be required by the Owner.

20.3 Contractor shall not be entitled either directly or indirectly to make copies or otherwise make use of the documents, reports given by the Owner for carrying out of any services with any third parties.

20.4 Contractor shall not, without the prior written consent of the Owner, be entitled to publish studies or descriptive article, with or without illustrations or data in respect of or in connection with the performance of Services.

20.5 No Services covered under the Contract shall be sold or disposed by the Contractor in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Contractor shall indemnify the Owner, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Contractor/Service Provider, and the Owner shall be defended in the defense of any proceedings which may be brought in that connection.

20.6 Assignment: The Contractor agrees and hereby assigns the Owner all inventions, discoveries, developments, improvements (whether or not patentable), works of authorship (whether or not copyrightable), data, analyses, plans, report, information, materials, computer hardware/software and other Intellectual Property Rights which are conceived, developed or reduced to practice, or caused to

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be conceived, developed or reduced to practice during the Contract Period and/or in connection with the Contract.

20.7 Waiver of moral rights: The Contractor further waives and relinquishes, in perpetuity, exclusively to and in favour of the Owner, all residual rights, including moral rights in the developed work, report, data or other Intellectual Property Right in connection with the Contract.

21.0 Third Party Software:

Any third-party software used by the Contractor as part of the offered services, must not be under litigation for any Intellectual Property Rights infringement or title ownership or any other violation, at the time of the signing of the Contract Agreement.

22.0 Objections and Removals:

22.1 The Owner may, by notice to the Contractor, object to any representative or person employed by the Contractor in the execution of the Contract/Services who has been found to be prima facie guilty of any corrupt or fraudulent act or misbehavior. The Owner shall provide evidence of the same, whereupon the Contractor shall forthwith remove such person from work under the Contract.

22.2 If any representative or person employed by the Contractor is removed in accordance with CC clause 22.1, the Service Provider shall appoint a replacement having the requisite expertise and qualifications within fifteen (15) days of such removal.

23.0 Subcontracting:

23.1 Subcontracting is generally discouraged, and the Owner expects the Contractor to execute the entire project with its own resources. Accordingly, the Contractor shall not, as a whole, subcontract its rights or obligations under the Contract in relation to any work. However, with prior written permission of the Owner, the Contractor may sub-contract the services for maintenance and administration post commissioning. For avoidance of doubt, it is hereby clarified that any subcontracting, as provided under this clause, shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. In addition, the Owner shall not be responsible towards the subcontractor, in any manner whatsoever.

23.2 The Contractor shall ensure that such subcontracting of the services (with prior written approval of the Owner) is not made to an entity or person which is incorporated, established or registered in any country which shares a land border with India or whose beneficial owner is situated in such a country or who otherwise does not comply with all the rules and regulations prescribed by the Government of India in this regard, including but not limited to General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

24.0 Merger, Acquisition or Divestitures of the Contractor:

In case of merger, acquisition or divestiture of the Contractor, the acquiring, resulting or transferee company shall be bound by the terms and conditions of the Contract during the Contract Period and for a period of at least five (5) years from the date of completion of the project, at no additional cost to the Owner.

25.0 Providing service:

Material/ Equipment and other resources used by the Service Provider for providing the desired services under the contract shall be governed by clause 20 of CC on “Intellectual Property Rights (IPR)”.

26.0 Signing of the Contract Agreement

The Contract Agreement will be signed in 2 (two) originals on non-judicial stamp paper of appropriate value within 30 (thirty) days of issue of Notification of Award / Letter of Award and the successful bidder shall be provided with one signed copy of original Contract Agreement and the other will be retained by CIL. The Contract Agreement shall be executed between the successful bidder (as determined under clause 12.0 above) and the Owner through their respective authorised representatives.

27.0 Amendment

No amendment or other variations of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party to the Contract.

Section IV

Objective, Scope of work and Technical Specifications

1.0 Introduction: About Coal India Limited:

Coal India Limited (CIL) is a Schedule 'A' Maharatna Central Public Sector Undertaking, that functions under Ministry of Coal, Government of India. CIL is India's largest coal producer accounting for around 83% of the entire coal produced in the country and is synonymous with the energy sector. CIL is also the single largest coal producing company in the world.

Starting with a modest 88.98 Million Tonnes (MTs) coal production in the year of its inception, CIL today is the single largest coal producer in the world (596.22 MT in FY 2020-21 and is one of the largest corporate employer with manpower of 2,59,016. CIL is the holding company headquartered at Kolkata that functions through seven coal producing subsidiaries as under:

Name of Subsidiary Company	Location of HQ
South Eastern Coalfields Ltd (SECL)	Bilaspur, Chhattisgarh
Mahanadi Coalfields Ltd (MCL)	Sambalpur, Odisha
Northern Coalfields Ltd (NCL)	Singrauli, Madhya Pradesh
Eastern Coalfields Ltd (ECL)	Asansol, West Bengal
Bharat Coking Coal Ltd (BCCL)	Dhanbad, Jharkhand
Central Coalfields Ltd (CCL)	Ranchi, Jharkhand
Western Coalfields Ltd (WCL)	Nagpur, Maharashtra
Central Mine Planning and Design Institute Limited (CMPDIL)	Ranchi, Jharkhand

The coalfields have been divided into 85 mining operational Areas spread over eight states of India. Together, these Areas have 345 coal Mines of which 151 are underground, 172 open cast and 22 mixed mines.

CIL meets around 55% of India's primary commercial energy requirement. With 80% of CIL's entire coal supplies catered to the Power Sector of the country, the company virtually empowers the power the sector of India in meeting its fuel requirements. CIL's also fulfills the fuel needs of important industries like steel, cement, aluminum, fertilizers, sponge iron, brick kilns and a host of other industries.

CIL is among top ten CPSUs of the country contributing significantly to government exchequer - both the Centre and States in terms of dividend, corporate tax, royalty and a slew of other taxes.

The Company is also one of the largest spenders in the country on the corporate social responsibility and touches lives of the countrymen in more ways than one. CIL's post mining environmental restoration measures matches with the best mining corporates of the country.

Key value propositions:

- Peak Coal Production of 606.89 Mt in FY 2018-19, target to achieve 1bn tonne by FY23/24
- Manpower productivity to improve significantly
- Evacuation and transportation infrastructure improvement

NIT for Setting up of Digital Dispensary center with telemedicine facility including video consultation, CDSS & pathology and providing O&M services

Section-IV: Objective, Scope of Work and Technical Specifications

- Improved ESG compliance and disclosures
- Experienced management team
- Aim to be a 'Net Zero Emission' company at the earliest

Key Company highlights:

a) Organizational Commitment to Sustainable Development

- High focus on social, environmental and health & safety initiatives
- Documented CSR policy
- Committed to improve on all ESG parameters: Annual Sustainability Report, ESG Report

b) Positive Margins & Returns

- FY21 EBITDA margin of 25 %
- FY21 RoAE of 37%
- Last 5-year avg Dividend Payout Ratio of 72%

c) Cost Leadership with Stable Realizations

- Higher proportion of open cast mining operations and increasing labor productivity
- Improving productivity & efficiency through use of higher capacity equipment for higher output

d) Growth Drivers

- Coal accounts for more than 55% of the total commercial energy production in India
- Favorable expected demand from key sectors such as power and steel

f) Extensive Mining Capabilities

- Advanced technology in open cast mining
- Focus on meeting commitments to the power sector
- Tapping capabilities of other players through MDO

Company's healthcare establishments: Company operates 440 Health Care Centers which include 370 dispensaries and 70 hospitals with free-of-cost specialised treatment facilities. Total bed strength in these centers is 4400. Company has 1000 doctors on-roll, operates 566 ambulances and employs 3100 paramedical staff. Company operates its healthcare framework through a three-tier system. There is a dispensary at Unit level, Regional Hospital at Area level and one or more Central Hospitals at Subsidiary level. While Dispensary functions as a primary healthcare-cum-first respondent centre, Regional and Central Hospitals provide specialist/ secondary care facility. This apart, company has empaneled 348 hospitals in various cities across India for high-end specialised medical care to its employees and their families. There is a remunerative medical scheme for retired employees also.

Company	Dispensary	Hospital	Beds	Ambulance	Doctor	Paramedical
BCCL	68	11	762	62	127	450
CCL	63	19	892	87	220	450
CIL HQ	2	0	0	2	5	3
CMPDIL	2	0	0	3	3	3
ECL	115	9	644	117	148	591
MCL	13	7	309	51	94	304

NIT for Setting up of Digital Dispensary center with telemedicine facility including video consultation, CDSS & pathology and providing O&M services

Section-IV: Objective, Scope of Work and Technical Specifications

NCL	10	3	207	42	88	225
NEC	4	1	100	7	12	28
SECL	56	10	853	113	169	635
WCL	35	10	475	82	133	415
CIL Total	368	70	4242	566	999	3104

2.0 Need for primary healthcare augmentation through digital transformation

In order to provide health care services to the remote and isolated regions/ locations of the coalfields, CIL is planning to initiate telemedicine services as a tool to enable delivery of services. The services provided would include a wide spectrum of health care services including tele-specialty and super specialty consultations along with selective laboratory services.

Information and communication technologies (ICTs) have great potential to address some of the challenges faced in the field of medical treatment in providing accessible, affordable (cost-effective) and quality health care services. Telemedicine uses ICTs to overcome geographical barriers and increase the potential access to health care services.

In the light of the above, CIL is planning to augment its primary healthcare services by providing real time video consultation with the help of the existing healthcare infrastructure and manpower. The existing healthcare facilities shall be upgraded with a telemedicine service that will enable healthcare delivery nearer to the beneficiaries.

Objectives

The key objectives to engage an agency for providing Digital dispensary services are as follows:

1. To provide quality healthcare services through telemedicine (diagnostic tests and medical consults through eHealth Platform) for the benefits of last mile population at the facilities in the mines of CIL, where the availability of doctors (General and specialist's doctors) is limited.
2. To improve the accessibility of quality healthcare services through qualified medical professionals and eliminate distance barriers resulting in reduction of patients travel cost and/ time.
3. To upgrade the Healthcare infrastructure by enhancement of capacity of existing healthcare mechanisms in the catchment area.
4. A Point of Presence (PoP) for near perfect healthcare mapping. Patient information being captured at the source through the online electronic medical record module.

A Digital Dispensary aims at providing complete primary and emergency healthcare solution including tests, investigation, diagnosis, consultation, prescription, patient information gathering, and health record management from a single point.

3.0 Scope of Work:

CIL intends to set-up Telemedicine centres in its existing healthcare facilities and term them as **Digital Dispensaries** to enable delivery of Primary Healthcare OPD services. The OPD services shall include Doctors consultation, diagnostic tests, examination, investigation and medication. It is intended to ensure that a patient will avail the above services all in one go. The overall scope of work for the selected agency will consist of designing, development, supply, installation, implementation,

Section-IV: Objective, Scope of Work and Technical Specifications

operationalization, commissioning, & maintenance of end-to-end Telemedicine services capable of delivering Primary healthcare OPD services, in the proposed location listed in this NIT.

Responsibility of the selected Agency:

The selected agency shall be responsible for:

(A) Deployment of Hardware:

Integrated Telemedicine Terminal with real time video conferencing, clinical decision support system, e-Prescription, Electronic Medical Records with Medical Device Data Integration and monitoring and analytics. The functionalities should include the following, with details given in the table below:

- a) Biochemistry analyser
- b) X-Ray Scanner,
- c) ECG 12 channel with BLE Dongle,
- d) Fetal Doppler,
- e) Stethoscope (Digital) with SPO2,
- f) USB Digital Endoscope (Otoscope),
- g) Dermatoscope,
- h) Digital Thermometer,
- i) BP Apparatus Dial Type,
- j) Stethoscopes Manual,
- k) Misc Medical instruments: Nebulizer, weight-machine, Height scale, Needle cutter, Mini sterilizer, centrifuge machine, forceps, scissors, trays, scalpel
- l) Medical Furniture: Examination table, Double footstep, Bed side screen, Patients waiting chair, Doctor stand chair, Revolving stool.

Details of Equipment, Instrument, Furniture & Fixtures to be provided				
Item No.	Description of works	Unit	Specifications (or equivalent)	Qty Per Unit
1.10	Video Conferencing Terminal			
1.11	Integrated Telemedicine Solution with real time video conferencing, clinical decision support system, e-Prescription, Electronic Medical Records with Medical Device Data Integration and monitoring and analytics, user friendly housing with built in 1 KVA UPS	Pcs	A rugged low maintenance user friendly durable, mobile, secured cabinet designed to improve delivery efficiency and to protect sensitive & delicate equipment from the harsh environment. Software License to be provided for the project period	1
1.12	Compact Processing Unit with 3 Years of onsite Warranty	Pcs	Intel Core i3 Processor 7th generation ,4GB DDR3 RAM/ 500 GB DATA HDD/ 18.5inch monitor/ Keyboard and Mouse	1

Section-IV: Objective, Scope of Work and Technical Specifications

Details of Equipment, Instrument, Furniture & Fixtures to be provided				
Item No.	Description of works	Unit	Specifications (or equivalent)	Qty Per Unit
1.13	Web camera	Pcs	HD 720p/30 fps video calls with diagonal 55° field of view and auto light correction	1
1.14	Headphone with microphone	Pcs	Wired over-ear stereo headset with mic	1
1.15	Printer	Pcs	B/W, A-4 Laser printer	1
1.16	Mouse	Pcs	Optical mouse	1
1.17	USB Hub	Pcs	High speed 7 port 2.0 Hub (3 powered USB PORT)	2
1.18	X-Ray/ CT Film Scanner/ Document Scanner& Uploader or equivalent	Pcs	Autofocus 16 MP, Manual & software zooming control programmable. USB 2.0 cable power, backlit scanner plate. Scanning speed less than 1 sec. Upto A-3 size film/paper	2
1.19	Digital Stethoscope with Pulse oximeter	Pcs	Dual frequency, battery operated, with pulse oximeter	1
1.20	Digital ECG	Pcs	12-channel, 12-wave forms, Leads- I, II, III, aVr, aVI, aVf, V1 - V6. Heart rate range 20 to 250 BPM. HR accuracy +/- 2 bpm. Frequency range .67 to 150 Hz, CMRR -105db.ADC Sampling rate - 500 samples per sec.	1
1.21	Digital Otoscope	Pcs	USB 2.0 Powered, six adjustable LED lights, 5.0 mm circumference	1
1.22	Digital Derma scope	Pcs	500X magnification, eight adjustable LED lights, USB 2.0 powered	1
1.23	Digital Fetal Doppler	Pcs	Sensitivity >= 90 db, measurement range - 50 to 210 bpm, accuracy +/- 1 bpm, speaker power 1 watt, (battery not included with Fetal doppler, need to buy 2 pcs AA batteries each 1.5V). Working mode continuous. Ultrasound output power-10Mw/cm sq. Frequency- 2.5 - 3 MHz	1
1.24	Digital Thermometer	Pcs	Digital – non-contact type	1
1.25	Digital NIBP Monitor	Pcs	Aneroid Sphygmomanometer	1
1.26	Hemoglobinometer	Pcs	Handheld digital Hemoglobin testing device	1
1.27	Blood sugar monitor	Pcs	Standard	1
1.28	Automatic Bio-Chemistry Analyser - fully integrated with telemedicine suite (Reports from the machine	Pcs	POCT maintenance free equipment with solid chemistry discs measuring multiple parameters.	1

Section-IV: Objective, Scope of Work and Technical Specifications

Details of Equipment, Instrument, Furniture & Fixtures to be provided				
Item No.	Description of works	Unit	Specifications (or equivalent)	Qty Per Unit
	<p>gets directly uploaded to the Doctors interface and EMR) Following POCT Biochemistry test which required to be done from the centre –</p> <ul style="list-style-type: none"> - Alanine Aminotransferase / SGPT (ALT) - Albumin (ALB) - Alkaline phosphatase (ALP) - Amylase (AMY) - Aspartate Aminotransferase/SGOT (AST) - Carbon dioxide (CO2) - Creatinine (CREA) - Globulin (GLOB) - Glucose (GLU) - Total Bilirubin (TBIL) - Total Protein (TP) - Triglyceride (TG) - Urea (Urea) - Uric Acid (UA) - Chloride (Cl) - Potassium (K) - Sodium (Na) - Direct Bilirubin (DBIL) - Indirect Bilirubin (IBIL) - HDL - LDL - Cholesterol (CHOL) 		Tests includes complete LFT, KFT, Electrolyte, Cardiac Enzyme and Emergency tests	
All the equipment / functionality must be integrated into one telemedicine solution				
2.10	Medical equipment			
2.11	Nebulizer	Pcs	Compressor nebulizer - power operated 220-volt 50 Hz Max pressure 46 PSI, flow rate 6 lpm @ 10 PSIG	1
2.12	Stethoscope (Manual)	Pcs	Dual head with stainless steel chest piece high sensitivity, floating diaphragm, soft ear pieces	1
2.13	Centrifuge	Pcs	Mini centrifuge: Capacity 8 x 15ml	1

Section-IV: Objective, Scope of Work and Technical Specifications

Details of Equipment, Instrument, Furniture & Fixtures to be provided				
Item No.	Description of works	Unit	Specifications (or equivalent)	Qty Per Unit
2.14	Weight Machine	Pcs	Analog weighing scale	1
2.15	Height Measure	Pcs	Stature meter (roll up model)	1
2.16	Baby Weighting Scale	Pcs	Analogue with height measurement	1
2.17	Needle Cutter	Pcs	Electrical syringe & needle destroyer	1
2.18	Mini Sterilizer	Pcs	Electric instrument sterilizer 16" X 6" X4" - SS-304	1
3.10	Pathology			
3.11	Pipette	Pcs	Variable 2-100 ml, 100-1000 ml	2
3.12	Vacutainers	Pcs	Standard	200

For avoidance of doubt, it is hereby clarified that the integrated terminal mentioned in sl no. 1 in above table means a terminal comprising all the functionalities specified therein in a single enclosure which should then be integrated to the software with CDSS system to be provided and as described below.

(B) Software:

- 1) Deployment of telemedicine (video) software with Clinical Decision Support System (CDSS). Medical Records should comply with Electronic Health Records (EHR). Prevalent Guidelines if any to be complied with. CDSS is to be used both at Doctor's end and at patient end. Requirement of CDSS is mandatory and any agency without this offering as the part of Telemedicine Solution will not be considered. CIL will monitor the review and frequency of updating of CDSS content deployed by service provider.
- 2) The Telemedicine Solution shall be built with open-source technology and capable of API integration with other portals if required.
- 3) The system shall support multiple concurrent user transactions.
- 4) The system shall be capable of handling text, image, structured document, and data among others.

The software/ Platform shall include the following functionalities:

- a) **Diagnosis:** Capability for differential diagnosis covering atleast 500 diseases, 5000 symptoms.
- b) **Treatment Protocol:** Should cover atleast 400 investigations and Treatment protocols covering most diseases with reference ranges, interpretations & cross linkages.
- c) **Pharmacopeia:** Should cover atleast 50,000 brands covering over 6500 formulations extensively
- d) **Electronic Health Record:** Accessibility of medical record of the patient anywhere.
- e) **Data Security:** Medical records must be encrypted and secured with at least 128-bit SSL.
- f) **Dashboard:** suitable dashboard and MIS for monitoring.

(C) Support: The selected agency shall be responsible for support towards:

- a) System operationalisation

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- b) Regular service for ensuring seamless performance. The agency shall maintain/ upgrade/ update etc the backend telemedicine platform and the software at the backend, doctors' end, dispensary end etc.
- c) Providing training to the doctors at the time of commissioning of each centre
- d) Consumables of Bio-chemistry analyser (including dry-chemistry disc).
- e) AMC 1st year onwards till completion of contract.
- f) Providing online training to new staff in batches of not less than 10 as identified by the Owner. Such training will be given once in 4 months subject to identification of batch.

(D) Training and Capacity building:

- a) The selected agency will have to onboard and train all doctors identified by CIL, in the platform to enable them perform consults. All staff identified by CIL for operating the centres shall have to be trained by the selected bidder at the time of commissioning of each individual centre. Logistic arrangements for training including accommodation and fooding for the trainers will be provided by the Owner/ Nodal Officer.
- b) In addition, the selected agency shall undertake necessary capacity building periodically. For this, new staff as identified by the Owner/ Nodal Officer will be provided online training on half yearly basis to a batch of not more than 25. The list of medical staff shall be provided by the Owner and accordingly the date of training will be finalised with mutual consultation.

(E) Maintenance and Administrative Services post commissioning (M&A): as per Clause 5 of Section IV

(F) In case of failure of equipment, necessary repair or if required, replacement shall be ensured by the contractor.

Responsibility of the Owner/ Nodal Officer:

- a) A secured room of approximate area of 100 (minimum 10x 10 or 9x11) Sq. feet with access road, electricity & water supply shall be provided at each digital dispensary centre.
- b) Internet Broadband connectivity
- c) Furniture & Fixtures including Medicine Shelves, Counters, Computer Tables, Chairs, Fan, Lights, AC etc as necessary
- d) Painting & Branding
- e) To get the Doctor and Medical staff of Dispensary and Doctors of Regional Hospitals and Central Hospitals who will be providing digital consultancy trained in the systems by the selected agency.
- f) Providing logistic support (accommodation, fooding) to the representatives of contractor for conducting training sessions
- g) Providing necessary arrangements for imparting training sessions.

Ownership:

The ownership of all hardware, system, software, IPR etc shall lie with CIL/ Subsidiaries

Timeline:

- a) For supply, installation and commissioning of Digital dispensary unit complete in all respects along with training/ onboarding: 120 days from the date of LOA or 60 days from the date of communication of readiness of site whichever is later

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b) For providing services related to operationalization: 5 years after commissioning

Bidder's quote:

Refer ITB clause 11.0.2. The bidder shall quote as follows:

1) One-time Capex price:

Price to be quoted as Capex - One-time price per centre. This comprises of:

Providing each digital dispensary centre with all equipment, instrument, software solution license for video conferencing i.e. Hardware ((sl no. A), Software (sl no. B), Training & Capacity building [sl no. D(a)] including installation, commissioning and delivery upto the consignee. This includes warranty of items as indicated in the Table above. Wherever warranty is not specified, it should include the standard manufacturer's warranty as applicable.

2) Recurring service charges (Opex price):

Towards Support (sl no. C), Training & capacity building [sl no. D(b)], Maintenance & Administrative Services post commissioning (sl no. E) and Repair-replacement (sl no. F). The Opex price quote will have two sub-components:

a) Price for system operationalisation: Price to be quoted per centre per year based on the estimate of 20 consults per day per center. 20 consults per day x 6 days per week x 52 weeks x 1 year= 6,240 consults per center separately for all 5 years. This comprises of:

- i. regular service for ensuring seamless performance, the agency shall maintain/ upgrade/ update etc the backend telemedicine platform and the software at the backend, doctors' end, dispensary end etc.
- ii. This also includes onboarding and training charges of all such doctors and staff identified and informed by CIL to the selected bidder at the time of commissioning of each centre.
- iii. This also includes consumables (including dry-chemistry disc) of Bio-chemistry analyser.
- iv. This also includes AMC 1st year onwards till completion of contract.
- v. In addition, any new staff as identified by the Owner/ Nodal Officer will also be provided online training in batches of not less than 10. Such training will be given once in 4 months subject to identification of batch.
- vi. Refer sl.no. 1.15 of Table above on Equipment, Instrument, Furniture & Fixtures. Cartridge and paper for the printer shall be provided by the concerned healthcare centre where the digital dispensary would be installed.
- vii. Maintenance and Administrative Services post commissioning as specified at clause 5.0

b) Price for use of bio-chemistry analyser: Price to be quoted per centre per year based on the estimate of 10 consults per day per center (out of the 20 consults utilizing the digital terminal) undertaking tests on bio-chemistry analyser. 10 consults per day x 6 days per week x 52 weeks x 1 year= 3,120 consults per center separately for all 5 years.

Note:

1. For payment purpose, price per consult will be calculated separately for each year as under:

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- Total opex price for year-1= $(2a \times 0.9) + (2b \times 0.1)$
 - Opex price per consult for year-1= $[(2a \times 0.9) + (2b \times 0.1)]/6240$
 - Similarly, opex price per consult will be determined for year 2, 3, 4 and 5. Payments shall be made on opex price per consult so arrived. Thus, actual payment for a particular year shall be made for the number of actual consults based on opex price per consult for that year.
 - There is a provision for minimum guaranteed payment of 10 consults per day.
2. The date of commencement shall be taken separately for each dispensary unit and accordingly the period of 5 years shall be reckoned from the date of commencement of each unit.

4.0 Work Completion Period and Delivery Schedule

4.1 The capex work completion period for establishing all digital dispensary centre with all equipment, instrument, software solution license for video conferencing etc along with initial training and onboarding of doctors and staff [as mentioned at clause 3.0 (D) (a)] shall be 120 days from the date of LOA or 60 days from the date of communication of readiness of site whichever is later. Nodal Officer of the particular dispensary shall communicate the dates to the Contractor.

4.2 After commissioning of each Digital dispensary unit, the Contractor will undertake opex activities for a period of 60 months:

O&M services (Opex): Towards regular service for ensuring seamless performance required for telemedicine at these dispensaries, the agency shall maintain/ upgrade/ update/etc the backend telemedicine platform and the software at the backend, doctors' end, dispensary end etc. In addition, any new staff as identified by the Owner will also be provided online training in batches of not less than 10. Such training will be given once in 4 months subject to identification of batch.

5.0 Maintenance and Administrative Services post commissioning (M&A):

5.1 This service will be provided by the Contractor as part of the contract under clause 3.0 and 4.2 of this section for a period of 60 months.

5.2 CIL will have the option of continuing with the M&A service support for another two years on mutually agreed terms.

5.3 During this period, Contractor shall ensure trouble free and efficient functioning of the total System. If during this period any defect is found in the system, the contractor shall promptly, in consultation and agreement with CIL, appropriately rectify the defects at its cost, repair, replace or otherwise make good such defects as well as any damage to the system caused by such defect.

5.4 Support during M&A service will include the following:

- a) Rectification of any defects in the system
- b) Implementation of software Updates
- c) Changes/ additions in the custom reports/ dashboards/ interfaces, if any
- d) Advice to CIL/ subsidiary management for effective use of system and process optimization
- e) Contractor will establish a Help desk(s)/ Call centre for complaints redressal.

5.4 Services of the contractor during the M&A contract period will start immediately after the commissioning of Digital Dispensary unit.

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5.5 Complaints shall be lodged with the help desk, which will allot ticket number for each complaint indicating location, function, time of registration and severity of the complaint. For this, a centrally managed web-based ticketing tool for lodging the complaints will be put in place by the Contractor.

5.6 Key Performance Indicators:

- a) KPI will provide the primary performance parameters of the digital dispensaries. Quality of services by the contractor will be monitored and regulated by the Owner/ Nodal Officer as per KPIs listed below. Non-adherence of the KPIs shall lead to Damages that will be deducted from the running bills of the contractor.
- b) However, any damages under this clause shall not be enforced under Force Majeure conditions as mentioned at CC clause 12. Non enforcement also includes conditions such as low voltage, power shut down, scheduled maintenance, labour unrest as certified by the Nodal Officer.
- c) KPIs along with damages in case of non-adherence of KPIs are given in the table below. These damages are to be assessed separately for each centre:

SL No.	KPIs	Target Benchmark	Monitoring frequency	Damages (To be assessed on quarterly basis)
1.	Medical Equipment, Instrument	95% uptime availability	Quarterly	Rs. 50/- for each day post receiving failure information
2.	Down-time due to terminal/ system failure	5%	Quarterly	Rs. 50/- per day per site
3.	Remote site down	5%	Quarterly	Rs. 50/- per day per site

- d) A separate register shall be maintained at each centre for recording the incidents attracting damages in terms of non-adherence to KPI.

6.0 Distribution and Consignee:

The quantity allocated to different subsidiaries and Mine projects is as under:

Sl no.	Subsidiary company	State	Name of Dispensary	Area	Qty (No:)	Consignee
1	Central Coalfields Limited	Jharkhand	Urimari Dispensary	Barka Sayal	1	Area Medical Officer, Barka Sayal
2			ARH Sayal Hospital	Barka Sayal	1	
3			Rohini Dispensary	NK Area	1	Area Medical Officer, NK Area
4			Bacchra Hospital	Piparwar Area	1	Area Medical Officer, Piparwar
5			Rajhara Dispensary	Rajhara Area	1	Area Medical Officer, Rajhara
6			Tetariakhar Dispensary	Rajhara Area	1	
7			Amrapali Project cum CSR Dispensary	Magadh Area	1	Area Medical Officer, Magadh
8			Magadh Project cum CSR Dispensary	Magadh Area	1	
9			JRH Kedla Dispensary	Hazaribagh Area	1	
10			Jharkhand Dispensary	Hazaribagh Area	1	

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11			Tapin North Dispensary	Hazaribagh Area	1	Area Medical Officer, Hazaribagh
12			Kathara Hospital	Kathara Area	1	Area Medical Officer, Kathara
13			Sawang Dispensary	Kathara Area	1	
14			Jarangdih Dispensary	Kathara Area	1	
15			Govindpur Dispensary	Kathara Area	1	
16			Karo 1 Dispensary	B&K Area	1	
17			AAK OCP/ KMP Dispensary	B&K Area	1	Area Medical Officer, B&K Area
18			Giridih Dispensary	B&K Area	1	
19			Kalyani	Dhori Area	1	Area Medical Officer, Dhori
20	Mahanadi Coalfields Limited	Odisha	Balram	Hingula Area	1	Area Medical Office, Hingula
21			Kaniha	Kaniha Area	1	Area Medical Officer, Kaniha
22			Basundhara Regional Hospital	Basundhara Area	1	Area Medical Officer, Basundhara
23			Lakhanpur Regional Hospital	Lakhanpur Area	1	Area Medical Officer, Lakhanpur Area
24			Rampur Dispensary	Orient Area	1	Area Medical Officer, Orient
25			Anand Vihar Hospital	MCL HQ Sambalpur	1	Medical Officer Incharge, AV Hospital
26	Western Coalfields Limited	Maharashtra	Bhalar Dispensary	Wani North Area	1	Area Medical Officer, Wani North
27	South Eastern Coalfields Limited	Chhattisgarh	Vikas Nagar Dispensary	Kusmunda Area	1	Area Medical Officer, Kusmunda
28	Eastern Coalfields Limited	Jharkhand	Lalmatia dispensary	Rajmahal Area	1	Area Medical Officer, Rajmahal
29			SP Mines Dispensary	SP Mines Area	1	Area Medical Officer, SP Mines
30			Badjna Colliery	Mugma area	1	Area Medical Officer, Mugma
31		West Benga	Pandaveswar Colliery Dispensary	Pandaverswar Area	1	Area Medical Officer, Pandaveswar
32			Jhanjra Area Dispensary	Jhanjhra Area	1	Area Medical Officer, Jhanjhra

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33			RN Colony dispensary	SB Area	1	Area Medical Officer, SB Area
				Total Centers	33	

7.0 Ownership of equipment and system

The ownership of all hardware, system, software, IPR etc shall lie with CIL/ Subsidiaries.

8.0 Quantity constraint:

- a) The bidder has to quote for at least 50% of the total tendered quantity as given in Clause 6.0 – Distribution and Consignee:, Section-IV, otherwise their offer will not be considered. If the 50% quantity comes out to be a fraction, the bidder should quote for the next whole number.
 - b) The bidder has to quote for full items as per scope of supply of NIT for a particular center. Quotation of partial items of a center will not be allowed.
 - c) If the bidder is not in a position to quote for full quantity of the tender, they may choose to quote for quantity above 50% of the total tendered centers as per their capacity while ensuring compliance of both the conditions stipulated under sub-clause – (a) & (b) above. On awarding the contract to the successful bidder / contractor, the owner shall reserve the right to allocate the centers to the contractor as per terms of the NIT / contract.
-

Section V

Annexure and Appendix

ANNEXURE IA
Letter of Bid (LOB)

To

.....
Coal India Limited
Action Area-1A, New Town
Kolkata-700 156
India

Dear Sirs,

Sub: Tender No. -----Dated -----.

Having examined the Bid Documents including addenda/corrigenda, if any (insert numbers), we, the undersigned,, being the authorised representative of M/s (“Bidder”) offer to “PR work _____” as detailed in Technical Specifications (TS) & Bid Documents. We confirm to accept all terms and conditions contained in the Bid Documents, unconditionally, including amendment/ corrigendum/ addendum/ clarifications etc., (if any).

We confirm having prepared our bid after considering all amendments/ corrigendum / addendum/ clarifications published by CIL on its tendering website.

We agree to abide by this bid for a period of one hundred and twenty (120) days from the last/ end date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that until the formal Contract Agreement is prepared and executed, this bid together with your LOA and the other Contract Documents, shall constitute the binding contract between us.

We confirm that we accept all terms and conditions mentioned in the Bid Documents, without any deviation. We understand that any deviation will lead to rejection of our bid.

We understand that you are not bound to accept the bid you may receive. We acknowledge the right of CIL to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We confirm that the contents of the bid are given after fully understanding and all information furnished by us are correct and true and complete in every respect.

We acknowledge that CIL will be relying on the information provided in the bid and the documents accompanying such bid for qualification of the bidders for the services, and we certify that all information/documents/credentials provided in/ submitted along with the bid are genuine,

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authentic true and valid; nothing has been omitted which renders such information misleading; and all documents accompanying such bid are true copies of their respective originals.

We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null and void and action as deemed fit may be taken against us including termination of the Agreement, forfeiture of all dues including the /Contract Performance Guarantee and banning of the Bidder, including its subsidiaries or partners, as the case maybe as per provisions of law.

We, hereby, declare that only the company, persons or firms interested in this proposal as principal are named, herein, and that no other company, persons or firms other than those mentioned herein, have any interest in this proposal or in the contract to be entered into, if we are awarded the Contract, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is, in all respects, for and in good faith, without collusion or fraud.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Duly authorized to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the bidder. The said document conferring authority upon the person should be submitted by the Bidder along with the LOB. If the said document conferring the authority is Article of Association of the Company, Partnership Deed of a registered Firm or any resolution of the company, then the notarised copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India, if executed in India or if authorization is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata.
3. In case the Bidder is a Consortium, the Letter of Bid (LOB) shall be duly signed and stamped with the seal of lead member of consortium
4. In case the person who has signed LOB is not bidding himself and has authorised another person to Bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per **Annexure IB** by the person signing the LOB in favour of the authorised person bidding online, is required to be uploaded.

ANNEXURE IB
Format for Authorization to DSC holder Bidding Online by the
person who has signed Letter of Bid
(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... Address for online bidding on behalf of M/s_____ for the e-tenders invited by CIL on www.coalindiatenders.nic.in for ‘setting up & operation of Digital Dispensary center with telemedicine facility including video consultation and pathology)’ pursuant to NIT No._____

Name and Signature of the person who has signed the Letter of Bid
and is authorizing the DSC holder for online bidding.

Name and Signature of the DSC holder authorised for online bidding ANNEXURE IB

ANNEXURE IC
Format for Power of Attorney (PoA)

(To be used in case PoA and person bidding are different)

(On NON JUDICIAL STAMP PAPER)

I do hereby authorize M/s/Mr./..... resident of/having its registered office/principal place of business at for online bidding on behalf of M/s _____ for the e-tenders invited by CIL on www.coalindiatenders.nic.in. for “ _____ ” pursuant to NIT No. _____

Name and Signature of the person authorised for online bidding

Name and Signature of the person who has the power of attorney to sign the Letter of Bid/ submission of offer and is authorizing another person for signing letter of bid/ submission of offer

ANNEXURE ID
**Format for undertaking declaration for the ultimate beneficial ownership of
the Bidder**

UNDERTAKING

{Insert name of the bidder}, (“**Undersigned Bidder**”) hereby agrees, undertakes, and confirms each of the following:

1. The Undersigned Bidder is submitting a Bid for the work [●] against NIT No. [●] dated [●] and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Contract.
2. The Undersigned Bidder is aware of the restrictions on procurement from a “*bidder from a country which shares a land border with India*”, as defined and specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“**Indian Public Procurement Laws**”) and paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India.
3. I/We hereby declare and certify that:
 - (a) {[the Undersigned Bidder is not incorporated or registered in a country which shares a land border with India and is eligible to be considered, in terms of the Indian Public Procurement Laws] **OR** [the Undersigned Bidder is incorporated or registered in a country which shares a land border with India and is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. A certified true copy of the registration certificate obtained by the Undersigned Bidder from the competent authority is submitted along with the Bid]}; and
 - (b) the Undersigned Bidder is permitted to submit the Bid and carry out all the functions of a successful Bidder in accordance with the Contract Documents and applicable laws in India.
4. All copies of documents uploaded along with our Bid are genuine, authentic, complete, true and valid.
5. If any information and document furnished/ uploaded by the Undersigned Bidder is found to be false or incorrect at any time, the Authority may reject the Bid of the Undersigned Bidder and action(s) as deemed fit may be taken against the Undersigned Bidder, including but not limited to the termination of the Contract Agreement (if the Contract is awarded to the Undersigned Bidder), forfeiture of all dues including the Bid or Performance Security and banning and/or delisting of the Undersigned Bidder and all its members, partners or other constituents.
6. 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

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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. All capitalised terms used herein, unless specifically defined herein, shall have the same meaning assigned to them in the Bidding Documents.

Signature of the Bidder

Dated:

Seal of Notary

ANNEXURE II

Mandate Form for Electronic Fund Transfer / Internet Banking Payment

1. Name of the Bidder:

2. Address of the Bidder:

.....

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective:

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

Place:

Date:

Signature of the Bidder/Authorised

Signatory

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

Banker's Stamp

Date

Signature of the authorised official from the Bank)

(One cancelled cheque of the said bank account no. must be attached for verification)

ANNEXURE III Pre-contract Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/ Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. *(Note: If the Bidder is a Consortium, then details of all members of second part should be mentioned)*

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and
WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder/ Contractor/ Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/ her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited/ CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited/ CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE IV
UNDERTAKING FOR BANNING/ DELISTING
(To be uploaded by the Bidder on his Letter Head during submission of bid online)

Date: dd/ mm/ yyyy

To

The

Coal India Limited (“CIL”)

Coal Bhawan, Premises no 04 MAR

Plot no AF-III, Action Area -1A, New Town

Rajarhat, Kolkata - 700 156

Dear Sir/Madam,

We have never been banned or delisted by any Government, or Quasi Government Agencies or public sector undertakings in India

Or

We were banned by the organization named “.....” For a period of years(s) effective from to for (the reason to be mentioned).

We will immediately inform to CIL in case of any change in the situation any time hereinafter.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

ANNEXURE V

Format of Bid Securing Declaration

(Pursuant to circular dated 26 November 2020 on 'Guidelines regarding Earnest money Deposit, Security Deposit and Additional Performance Guarantee in case of Abnormally Low Bids' issued by CIL)

UNDERTAKING

{Insert name of the bidder}, ("**Undersigned Bidder**") hereby agrees and confirms each of the following:

1. The Undersigned Bidder is submitting a Bid for the work [●] against NIT No. [●] dated [●] and agrees and undertakes to execute the work in accordance with all the terms, conditions and provisions of the Contract.
2. The Undersigned Bidder has carefully read, understood and agrees to comply with the terms and conditions of the Bidding Documents and the Contract.
3. In terms of NIT Clause 3.0 (EMD/ Bid Security) , the Undersigned Bidder shall be banned for a period of 2 (two) years from being eligible to submit its bids with CIL and any of its subsidiaries in the event the Undersigned Bidder: (a) withdraws or modifies its Bid during the period of validity of its Bid; or (b) fails to sign the Contract, if it is awarded the Contract; within the timeline as prescribed in NIT; or (d) commits such other default as set out in clause 3.0 of Section I (Notice for Tender).
4. The Undersigned Bidder shall be banned (including online blocking) in accordance with Section I (Notice for Tender) with the approval of CIL and such banning of the Undersigned Bidder shall be intimated to all concerned persons.
5. The decision of CIL, in this regard, shall be final and binding on the Undersigned Bidder.
6. Capitalized terms used herein, unless defined herein, shall have the same meaning assigned to them in the Contract.

Signature of the Bidder

Dated:

Seal of Notary

Annexure VI
Declaration on Genuineness of Information

1. I / We have read the instructions contained in the NIT document and I/We understand that if any false information/document submitted by me/us in this bidding process is detected at a later date, any contract/agreement made between ourselves and Coal India Limited on the basis of the information given by me/us can be treated as invalid by Coal India Limited and I / We will be solely responsible for the consequences.

2. I/We agree that the decision of Coal India Limited in selection of Firms/Companies will be final and binding to me/us.

3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.

4. I / We agree that I / We have no objection if enquiries are made about the information/documents submitted by me / us here in above and/or in the accompanying sheets.

Place: (Seal of the Company)

SIGNATURE

Date: Name & Designation

ANNEXURE-VII

FORMAT FOR JOINT BIDDING AGREEMENT

(On Non-Judicial stamp paper of Rs. 100 duly attested by Notary Public)

(Format for Consortium Agreement)

THIS Consortium Agreement executed on this day of between M/s [insert name of Lead Member] a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of..... and having its Registered Office at (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details and percentage shareholding separately of all the Consortium Members] for the purpose of submitting response to NIT, and execution of “Agreement” (in case of award), against NIT no. dated issued by Coal India Limited (CIL) having its Registered Office at Coal Bhawan, Action Area 1-A, New Town, Rajarhat, Kolkata 700156

WHEREAS, each Member individually shall be referred to as the “**Member**” and all of the Members shall be collectively referred to as the “**Members**” in this Agreement.

WHEREAS the CIL intends to operate a professionally managed “Telemedicine services” with Consult and Testing framework for real time video conferencing, Clinical Decision Support System in its healthcare centres

WHEREAS, CIL had invited NIT vide no. dated _____

WHEREAS the NIT stipulates that in case response to NIT is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by CIL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s.....), shall act as the Lead Member as defined in the NIT for self and agent for and on behalf of Member-2, -----, Member-3..
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

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3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member 3	---
Total	100%

We acknowledge that after execution of the "Agreement", the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained till the completion of the same.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for mobilizing debt resources for the Project, and ensuring that the Project achieves proper Financial Closure.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof for which the Lead member agrees thereto.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Kolkata alone shall have the exclusive jurisdiction in all matters relating thereto and arising there- under.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that the Lead Bidder shall furnish the Performance Guarantee in favor of CIL/ Subsidiaries in terms of this NIT.

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12. It is further expressly agreed that this consortium agreement shall be irrevocable and shall form an integral part of the "Agreement" between CIL and the bidder consortium and shall remain valid until the expiration or early termination of the same.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the NIT.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the "Agreement" except with prior written consent of CIL.

15. This Agreement:

(a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

(b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and may not be amended or modified except in writing signed by each of the Members and with prior written consent of CIL.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the NIT & Agreement.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s [Member 1]

(Signature, name and designation of the person authorised vide Board resolution dated

Witness

Signature Signature

Name: Name:

Address: Address:

For M/s (Member 2]

Signature, name and designation of the person authorised vide Board resolution dated

Witness

Signature Signature

Name: Name:

Address: Address:

For M/s (Member 2]

ANNEXURE-VIII

FORMAT FOR POWER OF ATTORNEY FOR LEAD BIDDER

(On Non -Judicial stamp paper of Rs. 100 duly attested by Notary Public)

POWER OF ATTORNEY

Whereas the Coal India Limited (CIL) has invited NIT for establishing professionally managed “Telemedicine services” with Consult and Testing framework for real time video conferencing, Clinical Decision Support System in its healthcare centres.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the NIT document and other connected documents in respect of the Project, and

Whereas, it is necessary under the NIT Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s (M/s (Member (s)) (the respective names and addresses of the registered office) having formed a bidding consortium named (insert name of the consortium) (hereinafter called as consortium), vide the consortium agreement dated (copy enclosed) as approved by the Board of Directors of each member and having mutually agreed to appoint M/s as the lead member of the said consortium, as our duly constituted lawful attorney hereinafter called the lead to do on behalf of the Consortium, all or any of the lawful acts, deeds or things as necessary or incidental to the Consortium’s bid for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Department, any other Government Organization or any person, in connection with the Project until culmination of the process of bidding and thereafter in the event of the Consortium being selected as successful bidder, this Power of Attorney shall remain valid and binding and irrevocable till the Agreement period as is entered into with CIL and the Consortium.

We hereby also agree that each member of the Consortium further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability. We hereby agree that all members of the Consortium shall be liable, jointly and severally for all obligations for the entire Contract Period or such extended term as may be mutually agreed.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney, pursuant to this Power of Attorney and that all acts, deeds and things done by our

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aforesaid attorney shall and shall always be deemed to have been done by us/ Consortium and shall be binding till the Agreement period on all members individually and collectively.

Dated this the day of
(Executants)

Note: *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal affixed in accordance with the required procedure*

Appendix I

Contract Agreement Format

This Contract Agreement (hereinafter referred to as the “**Contract Agreement**”) is, made and entered into on the _____ day of _____ between:

1. Coal India Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156 (hereinafter referred to as the “**Employer**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part

AND

2. _____, a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at _____, (hereinafter referred to as the “**Contractor**”, which expression shall, unless repugnant to the context or meaning thereof; include its successors, administrators, executors and permitted assigns) of the Other Part.

Each of the Employer and the Contractor shall individually be referred to as “**Party**” and collectively as “**Parties**”.

Whereas the Employer is desirous that the Contractor executes the “Establishment of Digital Dispensaries at CIL Subsidiaries” (hereinafter called the “**Works**”) in accordance with the terms and conditions of the Bidding Documents and the Employer has accepted the bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Contract Agreement, capitalized words and expressions used herein without having been defined, shall have the same meanings as are respectively assigned to them in the Conditions of Contract, and they shall be deemed to form and be read and construed as part of this Contract Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein and perform its obligations under the Contract in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement:

- (i) LOA/ work order;
- (ii) Notice to proceed with the Work;
- (iii) Contract Documents;
- (iv) Specifications where such specifications form part of the Bidding Documents;

NIT for Setting up of Digital Dispensary center with telemedicine facility including video consultation, CDSS & pathology and providing O&M services

- (v) Drawings/ finalized Project Plan if any;
- (vi) Bill of Quantities;
- (vii) Scope of work;
- (viii) Pre-contract Integrity Pact;
- (ix) Any other document listed in the Bid Documents/ Contract as forming part of the Contract; and
- (x) All correspondences exchanged between the Employer and the Contractor in relation to the Contract subsequent to the issue of the LOA.

5. For the purposes of clause 5 (Notices) of the Conditions of Contract (Section III) the address of the Parties are as follows:

(a) If to the Employer:

Address:

E-mail address: Kind Attention:

Mobile no:

(b) If to the Contractor:

Address:

E-mail address: Kind Attention:

Mobile no:

6. The Contractor shall be paid the Contract Price, being Rs. (Rupees) in accordance with the terms and conditions set out in the LOA and the Contract Documents.

IN witness whereof the Parties thereto have caused this Contract Agreement to be executed on the day and year first above written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor² _____

Signature of Witness

(Name, address & Date)

¹ **Note:** In case the LOA is issued to a consortium, each member of the consortium should be a party to this Contract Agreement

Appendix II

Proforma of Bank Guarantee for Performance Security

(To be issued on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the State where the branch issuing the Bank Guarantee is located)

..... (Name of the Bank)

..... (Address of the Bank)

..... (Phone No. of the Bank)

..... (Fax No. of the Bank)

Bank Guarantee No.....

Date of Issue of Bank Guarantee

Date of Expiry of Bank Guarantee

Limit to liability (currency & amount in words and figures)

A/C Messrs..... (Name of Contractor)

Invitation for NIT No.....dated for Block
for "Setting up & operation of Digital Dispensary center with telemedicine facility including video consultation and pathology".

Subject: Performance Security Bank Guarantee

Date _____, 2017

To

COAL INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156.

WHEREAS

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

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

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

NOW, THEREFORE, we the....., herein after called the "Bank" do hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on a mere first written demand by the Company, and without any objection, demur or protest and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due with interest.

2. that the Company shall be the sole judge of whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by Company on account thereof. Such determination by the Company shall be final and binding on us.

NIT for Setting up of Digital Dispensary center with telemedicine facility including video consultation, CDSS & pathology and providing O&M services

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

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

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

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

7. that the Bank shall not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agrees that this guarantee will not be discharged due to the change in the constitution of the Company, Bank and/or the Contractor.

8. the right under this guarantee shall be assignable by the Company to third parties.

The Bank further declares that this bank guarantee has been executed on non-judicial stamp paper of equal or more value as per the prevailing rate of stamp duty in the State of [●]. (name of state where the bank issuing the BG is located).

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

* The date of guarantee shall cover a period of sixty (60) months from the date of issuance of LOA. Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

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

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