



Coal India Limited
(A Maharatna Company)

**Notice Inviting Tender for processing and settlement of
medical bills in respect of beneficiaries covered under
CPRMSE scheme of Coal India Limited**

(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 which are Indian Company, registered under the Companies Act, 1956/2013 or LLP registered under LLP Act 2008 having eligibility to participate as per eligibility criteria stipulated in clause No. 4 of ITB and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA 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. A consortium of companies registered as provided below is allowed to participate in the bid:

- 1) Indian Company, registered under the Companies Act, 1956/2013, or
- 2) LLP registered under LLP Act 2008

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	Estimated cost	Earnest Money	Period
Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited	Rs 6,58,73,500/- (incl GST @18%)	Rs 8,23,500/-	5 years

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/C5C/55125/2022/2593 dated : 26.05.2022
2	Type of Tender	Domestic (Single stage, Two-part Bid System) without reverse auction
3	Estimated value	Rs 6,58,73,500/- (including GST @18%)
4	Earnest Money Deposit (EMD)	(1.25% of the Estimated Cost of work put to tender, rounded off to next hundred subject to maximum of Rs.50 lacs) Rs 8,23,500/-
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited
7	e-Publishing date of Tender	31.05.2022 From 17.00 hours (IST)
8	Downloading of Document:	
	(i) Starts on	31.05.2022 From 17.00 hours (IST)
	(ii) Closes on	04.07. 2022 From 17:00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	31.05.2022 From 17.00 hours (IST)
	(ii) Closes on	27.06. 2022 From 17.00 hours (IST)
10	Pre-Bid Meeting	08.06.2022 at 11.00 hours (IST) in hybrid mode
11	Bid Submission:	
	(i) Starts on	09.06. 2022 From 17.00 hours (IST)
	(ii) Closes on	04.07. 2022 From 17.00 hours (IST)
12	Due date of opening	
	(i) Opening of Technical bid	05.07. 2022 From 11.00 hours (IST)
	(ii) Opening of Price Bid	08.08. 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
- e) 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://coalindiatenders.nic.in>; <https://www.eprocure.gov.in>; <https://www.coalindia.in>.

3.0 EMD (Earnest Money Deposit):

The bidder will have to make the payment of EMD through ONLINE mode only.

3.1 In Online mode the bidder can make payment of EMD either through NET-BANKING from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

3.1.1 The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL's designated account and the information flows from Bank to e-Procurement system.

3.1.2 In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

3.1.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD, the scanned copy of document issued by MSME will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

3.2 If the bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited.

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 19 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
- 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 BOQ which are downloaded by the bidder from the CIL e-Procurement portal, will be treated as a Fraudulent Practice (as defined in ITB clause 21) and action will be taken as per ITB clause 21.2.

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 unconditionally the 'Pre-contract Integrity Pact' in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder
- 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	Sri Sudhir Kumar	B-128, Triveni SFS, Sheikh Sarai1, Delhi-110017	stomar2@gmail.com	09871054454
2	Ms. Nirmal Kaur, IPS(Retd.),	House no.8, Plot - 615, Road no. 17, Jawahar Nagar, Mango, Jamshedpur, Jharkhand - 832110	nirmalkaur1983@gmail.com	9304795041

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 website 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

There will be a GTE (General Technical Evaluation) table appearing in the e-procurement portal. At the time of bid submission, the bidders have to accept unconditionally an Undertaking as specified at **Annexure IV** regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, **Annexure IA** (Letter of Bid) and **Annexure III** (Pre-contract Integrity Pact). No recycling will be done for this

document i.e. no further clarification will be sought from bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. no further clarification will be sought from bidder -

Documents to be uploaded by the bidder under Bidder Space (Refer clause 6.1 of Section II)		
S N	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	2	3
1	Permanent Account Number	PAN card issued by Income Tax department, Govt. of India. <i>(In case of Consortium, PAN card for each partner)</i>
2	Goods and Services Tax (GST) Status of Bidder	Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate Indian authority to 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 shall be furnished.
3	Legal Status of the bidder	(The Bidder should be Indian Company, registered under the Companies Act, 1956/2013 or LLP registered under LLP Act 2008. A consortium of companies registered as mentioned above is allowed to participate in the bid. <u>Documents:</u> 1. Certificate of incorporation/ registration of the entity with Memorandum & Article of Association. 2. In case of Consortium- a. Certificate of incorporation/ registration with Memorandum & Article of Association of each member of the Consortium shall be uploaded (b) Consortium agreement as per the format in Annexure- VI containing the name of partners and lead partner and share of each partner. (c) Power of Attorney to the Lead Partner as per format at Annexure-VII

Documents to be uploaded by the bidder for Minimum Qualifying requirement (MQR) (Reference ITB Clause 4.1)			
Sl. No.	MQR	Scanned copy of uploaded to be provided by the bidder	Folder in which document is to be uploaded
1	<u>Work Experience (refer clause 4.1.1 of Section II):</u> The Bidder must have experience of works (includes completed/	Work Experience Certificate issued by the employer against the experience of	Technical

	ongoing) of similar nature valuing 50% of the annualized estimated value of the work put to tender in any year (consecutive 365 days) during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited. (<i>‘Similar nature’ defined at clause 4.1.1 of section II</i>)	similar work containing all the information as sought on-line.	
2	<u>Working Capital (refer clause 4.1.2 of Section II):</u> Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The Bidder should possess the working capital within three months prior to the date of opening of tender.	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder on-line with UDIN.	
3	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.	
4	Undertaking by bidder on Letter Head as per Annexure V	Undertaking regarding relatives as employees of company, compliance wrt procurement from bidder of a country which shares a border with India, Local supplier status of the Bidder, banning/ delisting etc.	

Documents to be uploaded by the bidder for Eligibility Criteria (EC) (Reference ITB Clause 4.2)			
Sl. No.	Performance variable	Supporting documents to be provided by the bidder	Folder in which document is to be uploaded
1	Average Annual Financial Turnover: Average of any three of the last four financial years 2017-18, 2018-19, 2019-20 and 2020-21 shall be considered	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	Technical
2	Experience in medical bill processing for its clients as on the last date of bid submission	Contract Agreement/ Work Order and a Certificate issued by the relevant authority with description of services provided along with any other authenticated supporting document from the client organization giving desired details including that the bidder has either completed the services or the services are ongoing (i.e. under implementation)	
3	Experience with respect to the amount of medical bills processed for its clients during the last three years immediately preceding the current financial year.	Authenticated reports showing the year wise amounts duly certified by the authority	
4	Number of contracts of similar nature (As defined at Cl 4.1 of ITB) executed for Govt or PSU clients (either completed or ongoing). Contracts under pipeline/ being planned will not be considered.	Contract agreement from the Govt./ PSU	
5	ISO certifications	Valid copy of the certification 1) ISO 9001-2015 (Quality management system) 2) ISO/ IEC 27000-2013 (Information security management system)	

		3) ISO/ IEC 20000-1-2018 (Service management system)	
6	Presentation: Bidder should upload a presentation indicating the Proof of concept and overall approach for implementation.	Soft copy of Presentation is to be uploaded on the following aspects: 1) Proof of Concept-I (PoC-I): Demonstration of the bidder's overall ability in the sphere of processing, scrutiny and settlement of medical bills. 2) Proof of Concept-II (PoC-II): Demonstration of the tangible and intangible resources available with the bidder to provide the services put to tender 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	Bidder will fill up the details regarding Eligibility Criteria (EC) documents in Annexure-VIII under column 'Bidder's Value' and upload the same. The information given in this document shall be confirmed by EC documents.	Technical
2	Price bid/ BOQ: Duly filled Price Bid/ BOQ (Excel file to be downloaded, filled and uploaded)	Finance

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 Agency” 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.

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 VI**
- b) Members of the Consortium should furnish a Power of Attorney in favor of the Lead Member in the format provided in **Annexure VII**
- c) Copy of valid Permanent Account Number (PAN) of all members of consortium shall be furnished
- d) Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate authority to the lead member of the consortium, shall be furnished
- e) 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.

- f) 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.
- g) 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:

4.1 Minimum Qualifying Requirement (MQR):

4.1.1 Work Experience: The Bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50% of the annualized estimated value of the work put to tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

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

The value of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

In case of Consortium, the above qualification criteria shall be met collectively by the members of the Consortium i.e. the work experience of the individual partners of the Consortium will be added together towards fulfillment of qualification criteria related to work experience.

‘Similar nature of work’ consists of scrutiny of medical bill claims (IPD and/ or OPD) submitted by the beneficiaries of the client’s health benefit scheme and settlement of bills by calculating the total amount payable to the claimant as per the provisions of extant scheme followed by the client.

Data to be furnished by Bidder on-line:

- a) Start date of the year for which work experience of Bidder is to be considered for eligibility.
- b) Start date & end date of each qualifying experience (similar nature)
- c) Work Order Number/ Agreement Number of each experience
- d) Name & address of Employer/ Work Order Issuing authority of each experience
- e) Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a Joint Venture firm/ Partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture firm/ Partnership firm will be considered against eligibility else it shall be taken as 100%).
- f) Executed Value of work against each experience
- g) In case the Bidder is a Consortium, the work experience of individual members of the Consortium may be furnished as the work experience of the Bidder.

Technical evaluation by the System:

- a) The system shall calculate the end date by adding 365 days to the start date of experience (provided by Bidder). End date shall not be later than the last date (last day of month previous to the month of in which NIT has been published on e-procurement portal).
- b) The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the Bidder (as calculated by adding 365 days to the start date restricted to the 'last date')
- c) The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- d) The system shall calculate the value of all qualifying experiences taken together for each Bidder and grade him as 'Eligible' if it meets the minimum requirements (50% of Annualised Value) or else as 'Ineligible'.
- e) In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the Bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- f) The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- g) The work experience of the Bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- h) In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture firm/ Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture firm/ Partnership firm will be considered against eligibility.

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

For work experience, Bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.

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

In case of Consortium, the requirement of Working Capital under this clause shall be met as per

following proportion:

- a) The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
- b) All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

Data to be furnished by Bidder on-line:

- a) Amount of available Working Capital inclusive of lines of credit and availability of other financial resources
- b) Date on which the Bidder possesses the required working capital
- c) Name of the Chartered Accountant (CA)
- d) Membership Number of CA who certifies the Bidder's working capital on a particular date.
- e) Date of Issue of Certificate

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

Technical evaluation by the System:

- a) The system shall check that the date on which the Bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- b) The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

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

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder on- line with UDIN.

4.1.3 Digital Signature Certificate (DSC):

Supporting documents to be provided by the bidder: If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

4.1.4 Undertaking by bidder on his/her/their Letter Head as per Annexure V:

- (a) Supporting documents to be provided by the bidder: Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), compliance w.r.t procurement from bidder of a country which shares a border with India, Local supplier status of the Bidder as per clause no. 4.2.1 mentioned below, banning/ delisting etc.
- (b) Purchase Preference under 'Make in India' Policy for "Local supplier": Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as

amended from time to time shall be applicable. In terms with the above said policy, only Class-I local suppliers shall be eligible to bid.

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

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

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

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

Note: All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking Annexure V.

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

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

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

1. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
 - a) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - b) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
 - c) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

The work of "Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited" is to be executed by a single agency. Hence it has been considered as non-divisible.

Verification of local content:

- a) All the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.
- b) CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- c) False declarations will attract banning of business of the bidder for a period up to two years.
- d) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

4.2 Eligibility Criteria (EC):

Bidders who fully meet the MQR as per clause 4.1, will be considered for eligibility criteria on the parameters at sl no. 1 to 6 in Table below with corresponding marks. "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 60 marks out of 100 will be eligible for opening of Price Bid. 'Supporting documents' column lists the documents which will be uploaded in the folders prefixed as 'EC' to support bidder's performance on the specified criteria

Eligibility Criteria				
Sl. No.	Criteria	Supporting documents	Max score	Marks distribution
A	B	C	D	E
1	Average Annual Financial Turnover: Average of any three of the last four financial years 2017-18, 2018-19, 2019-20 and 2020-21 shall be considered	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	20	≥ 1 Cr < 5 Cr: 5 ≥5 & <10 Cr: 10 ≥ Rs. 10 Cr: 20
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 medical bill processing for its clients as on the last date of bid submission	Contract Agreement/ WorkOrder and a Certificate issued by the relevant authority with description of services provided along with any other authenticated supporting document from the client organization giving desired details including that the bidder has either completed the services or the services are ongoing (i.e. under implementation)	20	≥3 <4 years: 10 ≥4 <5 years: 15 ≥5 years: 20
If the bidder is a consortium, lead member should have minimum 3 years of experience while each of the other members should have minimum 2 year of experience. Failure to comply with the requirement of 2 years minimum experience of other members will lead to rejection of bid. Documents are to be uploaded accordingly. The experience of the lead member will be taken into account for the purpose of marking				
3	Experience with respect to amount of medical bills processed for its clients during the last three years immediately preceding the current financial year	Authenticated reports showing the yearwise amounts duly certified by the authority	25	≥50 cr <100 cr: 5 ≥100cr < 200cr: 10 ≥200cr < 300cr: 15 ≥300 cr <400 cr: 20 ≥400 cr: 25
If the bidder is a consortium, gross (i.e. collective) experience of the consortium as a whole shall be considered.				
4	Number of contracts of similar nature (As defined at Cl 4.1 of ITB) executed for Govt or PSU clients (either completed or ongoing). Contracts under pipeline/ being planned will not be considered.	Contract agreement from the Govt/ PSU	20	1 contract: 5 2 contracts: 10 3 contracts: 15 ≥4 contracts: 20
If the bidder is a consortium, gross (i.e. collective) numbers of contracts of the consortium as a whole shall be considered				
5	ISO certifications	Valid copy of the certification ○ ISO 9001-2015 (Quality management system) ○ ISO/ IEC 27000-2013 (Information	5	○ ISO 9001-2015: 3 ○ ISO 9001-2015 & ISO/IEC27000-2013: 4

		security management system) ○ ISO/ IEC 20000-1-2018 (Service management system)		○ ISO 9001-2015, ISO/IEC27000-2013 & ISO/ IEC 20000-1-2018: 5
	If the bidder is a consortium, certifications possessed by the lead member shall be considered for qualification and marking.			
6	Presentation: Bidder should upload a presentation indicating the Proof of concept and overall approach for implementation.	Soft copy of Presentation is to be uploaded on the following aspects: 1) Proof of Concept-I (PoC-I): Demonstration of the bidder's overall ability in the sphere of processing, scrutiny and settlement of medical bills. 2) Proof of Concept-II (PoC-II): Demonstration of the tangible and intangible resources available with the bidder to provide the services put to tender 3) Overall implementation approach whether in line with the scope of work prescribed at clause 3.0 of Section IV	10	○ PoC-I: 4 ○ PoC-II: 3 ○ Implementation approach: 3
The minimum qualifying marks in presentation shall be three (03). Failure to comply with this minimum requirement of 03 marks in Presentation will lead to rejection of bid.				

5.0 Pre-bid Meeting:

A pre-bid meeting shall be held in hybrid mode both online and offline 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.

The link to join the pre bid meeting online is as below-

<https://cilhq2.webex.com/cilhq2/j.php?MTID=m54efe8009db62b73b0fdcd202c75a9f2>

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 MQR and EC associated documents (as per clause no 6.1 & 4.0)
- 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 is given at Annexure IA of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in the 'GTE' (General Technical Evaluation) table appearing in the e-procurement portal at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Following documents will be uploaded by the bidder during bid submission

No.	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	2	3
1	Permanent Account Number	PAN card issued by Income Tax department, Govt. of India. <i>(In case of Consortium, PAN card for each partner)</i>
2	Goods and Services Tax (GST) Status of Bidder	Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate Indian authority to 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 shall be furnished.
3	Legal Status of the bidder	The Bidder should be Indian Company, registered under the Companies Act, 1956/2013 or LLP registered under LLP Act 2008. A consortium of companies registered as mentioned above is allowed to participate in the bid. <u>Documents:</u> 1. Certificate of incorporation/ registration of the entity with Memorandum & Article of Association. 2. In case of Consortium- a. Certificate of incorporation/ registration with Memorandum & Article of Association of each member of the Consortium shall be uploaded (b) Consortium agreement as per the format in Annexure- VI containing the name of partners and lead partner and share of each partner. (c) Power of Attorney to the Lead Partner as per format at Annexure-VII

6.2 Presentation on Specified skills:

- Bidders are required to give a presentation before the CIL authorities on methodology proposed for the work put to tender.
- Presentation is a part of the eligibility criteria with marks allotted to it alongside other evaluation criteria

as mentioned at ITB clause 4.2. As such, bidders have to upload the presentation at the time of document submission. 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 the service delivery system of processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme 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 service fee as a percentage of the claimed amount (not the settled/ approved amount). As such the bid parameter will be the service fee as a percentage of the claimed amount.

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 or Eligibility Criteria 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 EC, 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 EC or MQR documents must be marked with EC or 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/ 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 Earnest Money Deposit

10.1 The bidder shall furnish, as part of his bid, Earnest Money of the amount as shown in e-Tender Notice for this particular work. EMD will be required to be deposited in the form as deliberated below: The bidder will have to make the payment of EMD through online mode only.

In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CIL's designated Account. In case of payment through NEFT/ RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal before

submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL account and the information flows from Bank to e-Procurement system.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money. In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

10.2. Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non-responsive.

10.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

10.4 The EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

10.5 The Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity /extended validity with mutual consent; or
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. Sign the Agreement; or
 - ii. Furnish the required Performance Security

Additionally, the company shall ban such defaulting Agency from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

In case of Consortium, the banning shall also be applicable to all members of the Consortium.

10.6 The EMD deposited with the Employer will not carry any interest.

10.7 No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

10.8 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. In that case, bidder will submit E-Mandate form in the format provided at Annexure II.

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

10.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

11.0 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, documents uploaded by bidder online against 'MQRDOCS' & 'ECDOCS' shall be examined 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.

12.0 Methodology of Evaluation of the bid

12.1 Compliance with Minimum Qualification Requirements and Eligibility Criteria

Bidder is required to meet the Minimum Qualification Requirements (MQR) as given in ITB clause 4.1. Then the Bidder is required to score at least 60 out of 100 marks in the Eligibility Criteria (EC) as given in ITB clause 4.2. Bidder's response and the submitted documents supporting the qualification against 'MQRDOCS' & 'ECDOCS' and documents uploaded under Bidder's space, will be examined and bids of only those bidders, who comply with these qualification parameters, will be considered for further evaluation.

As specified in the Table in ITB clause 4.0, 10 marks have been assigned for presentation to be given by the bidder. Process for the presentation:

- a) Detailed process of the presentation has been explained in ITB clause 6.2.
- 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) Documents uploaded for qualification against 'MQRDOCS' & 'ECDOCS' and documents uploaded under Bidder's space will be opened for those bidders who have participated in the Presentation.
- (b) These documents shall be evaluated first to confirm the information/ declaration given by bidder in General Technical Evaluation (GTE) and EC Parameter Sheet.
- (c) In case of any shortfall in MQR & EC documents, one time clarification shall be sought from the bidder as per provisions given at clause no. 13 of ITB.
- (d) No clarification shall be sought for documents uploaded under Bidder space.
- (e) After receipt of clarifications from bidders (if any), the technical evaluation shall be done first for MQR documents and then EC documents.
- (f) Scoring on Eligibility Criteria will be given to those bidders who comply with the MQR. Bidders will be

given score out of 90 marks for sl. No.1 to 5 of the eligibility parameters (excluding 10 marks of presentation) as per the EC Table at ITB clause 4.0.

- (g) 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 above to get Total Eligibility Score out of 100, for each bidder.
- (h) Bidders, who obtain a Total Eligibility Score of 60 or above will qualify for price bid evaluation.

12.2 Price evaluation:

- a) Bidders complying with MQR and scoring 60 or more out of 100 in the Eligibility Criteria will have their price bids opened.
- 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) Financial bid will be in the form of service fee as a percentage of the claimed amount.
- d) Based on the scrutiny/ examination of valid tenders as at clause 12.1 and the evaluation of price bids, award of work will be recommended to the lowest tenderer (L1 i.e. the bidder quoting the lowest service fee as a percentage of the claimed amount) provided the same is justified, competitive and reasonable.

12.3. Procurement from Micro and Small Enterprises (MSEs)

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

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split.

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

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

percent sub-target so earmarked shall be met from other MSEs.

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

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

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.

b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

13.0 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. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order without its completion/ performance certificate, the certificate related to that work 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.

14.0 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.

15.0 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.

16.0 Award Criteria

Subject to compliance of clauses 3 of NIT (Section I) & clause 4, 6 and 12 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.

17.0 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 anytime 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.

18.0 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.

19.0 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 14 of ITB may result in the forfeiture of EMD/ banning pursuant to clause 3 of NIT. In such cases, the bidder will not be allowed to participate in the re-tender.

20.0 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 services as specified under the Bid Documents. It will *inter-alia* include all such 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

21.0 Prevention of Fraud and Corruption

21.1 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.
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.

21.2 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 “Prohibited Practices”) in tender 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 21 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.

22.0 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 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.

23.0 Beneficial ownership of the bidder

23.1 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).

23.2 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.

23.3 An undertaking in the format specified at Annexure V 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).

23.4 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".

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.

24.0 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.

25.0 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 CIL.

Section III

Conditions of Contract

1.0 Definition of Terms:

“Agency” means a firm/ company/ Agency/ supplier of service/ 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” 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 Agency, the LOA together with the Contract Documents, shall constitute the Contract.

“CC” means the Conditions of Contract.

“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 Agency, 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 Agency, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement, as arrived at, based on the service fee as a percentage of the claimed amount quoted by the Agency (as specified in ITB clause 6.3 and 12.2) 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 Agency that its bid has been accepted.

“Pre-contract Integrity Pact” means the agreement, in the format provided in Annexure V, the bidder shall accept unconditionally the ‘Pre-contract Integrity Pact’ in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder

“Owner” means Coal India Limited (CIL) and shall include its legal representatives, successors and assigns.

“Nodal Officer” means a person to be based at CIL and designated to oversee the operationalisation of the Contract. Executive Director (Medical Services) or Chief of Medical Services, CIL will be the Nodal Officer for the contract.

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

“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 Agency.

“Services” means processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited and its subsidiaries which includes medical examination/ scrutiny of claims of cashless treatment and of reimbursement, determining the applicability and admissibility as per the CPRMSE scheme as updated from time to time, processing of claims, conveying the amount to CIL, maintenance of portal & related software, providing value added services as mentioned in the clause 3 (Scope of Work) of section IV.

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 Agency shall be in ‘English’ only. However, any printed literature furnished by the Agency 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 Agency 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.

2.9 The Agency shall comply with all contract labour laws in force in India, including but not limited to all national, provincial, municipal or other laws that affect the performance of the contract and are binding upon the Agency. The Agency shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees, agents for and /or against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising out resulting from the violation of such laws by the Agency or its personnel.

2.10 The Agency shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The key personnel as deployed for the project by the Agency shall in no case claim any regular employment with the owner and/or its subsidiaries, and all their employees (including but not limited to provident fund, gratuity and statutory liabilities will be borne by the Agency.

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 Agency 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 Agency 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 Agency 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 Agency 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 3% of Total Contract Value and has to be submitted by the Agency 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 II, 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 outstation 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 Agency to comply with the requirements as above shall constitute sufficient ground for cancellation of the LOA. The Agency 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.

6.5 While offering bank guarantee as the performance security, the Agency shall have to ensure that the said bank guarantee remains valid for sixty-six (66) 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 Agency 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 Agency 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 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 Agency 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

6.9 The bank guarantee submitted by the Agency as performance security shall be encashable by the

Owner/ Nodal Officer within the currency of the said bank guarantee, in the event of the Agency'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 Agency 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 Agency 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 General Manager/ HoD (Welfare), 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 Agency 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

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 Agency 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 Agency’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:

- a) Letter of Award (LOA) duly accepted by Agency,
- b) Contract Performance Guarantee (CPG) / Security Deposit as per CC clause 6.0 above,
- c) Any other document as specified in the LOA/ Contract, and
- d) 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 Agency.

Payment Schedule: Payments shall be released on monthly basis on raising the bill along with the system generated summarized statement of bills processed. Executive Director (Medical Services) or Chief of Medical Services, CIL who is the ‘Nodal Officer’ entrusted with overseeing the work will accept the Invoice.

Note: The summary statement of claims can be verified from the detailed system generated claim statement which can be downloaded/ printed from the system dashboard.

9.3 E-Payment: The Owner shall make all the payments under the Contract to the Agency through e-payment system. The Agency shall open an account with banks having Core Banking Facility (CBS Branch) and fill in the enclosed Electronic Fund Transfer (EFT) Form at Annexure II.

9.4 Taxes and Duties

(i) The Agency 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 Agency.

(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 Agency) 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 Agency. Agency 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 Agency.

(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 Agency shall be solely responsible for the taxes that may be levied on the Agency'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 Agency or his 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.

(vii) All tax invoices to be raised by the Agency 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 Agency 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 Agency, 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 Agency 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 Agency.

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

9.5 Paying Authority: General Manager (Finance), Coal India Limited and General Manager (Finance) of the concerned subsidiary.

10.0 Liquidated Damages (LD) for delay in Commencement

10.1 If the Agency fails to commence the work on or before the scheduled date of commencement as per the Timeline specified in clause 4.1 of Section IV-, 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. 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 Agency under the Contract or any other contract with the Owner.

10.2 The Owner, if satisfied, that the works can be commenced by the Agency within a reasonable time after the specified time of commencement, 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 commenced by the Agency, or in the event of failure on the part of the Agency to commence the 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 Agency 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 of the Contract Price and forfeit the Security Deposit submitted by the Agency.

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 of the Contract Price.

11.0 Delays in commencement, not attributed to Agency

1.1 In case the commencement is delayed due to any act or omission on the part of the Owner or due to any Force Majeure event, the Agency shall be given due extension of time for commencement of the work, to the extent such omission on the part of the Owner/ Force Majeure has caused delay in the commencement. 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 Agency shall intimate

immediately in writing to the Nodal Officer:

- a) Due to any reasons defined as Force Majeure.
- b) Non-availability of information/ documentation which the Owner is responsible for providing.
- c) Delay on the part of any third party engaged by the Owner not forming part of the Contract, holding up progress of the work.
- d) Non-availability of approvals in time, which are to be made available by the Owner, if any,
- e) Any other causes which, at the sole discretion of the Owner, is beyond control of the Agency.

11.3 The Agency may request the Owner/ Nodal Officer in writing for extension of time within fourteen 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 Agency in writing by the Owner through the Nodal Officer within one month of the date of receipt of such request. The Agency shall however make its best efforts to prevent the delay by putting its endeavors constantly as may be reasonably required of it to the satisfaction of the Owner/ Nodal Officer.

12.0 Force Majeure

12.1 "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Agency, 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
- 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.

12.5 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.

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

12.7 Notwithstanding CC clause 12.5, Force Majeure shall not apply to any obligation of the Owner to make payments to the Agency under the Contract for the work done by the Agency 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 Nodal Officer, shall give a ninety (90) day notice in writing to that effect to the Agency, referring to this clause.
- ii. Upon receipt of the notice of termination/ foreclosure under CC clause 13.1(i), the Agency 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. In addition, the Agency, subject to the payment specified in CC clause 13.1(iii), shall to the extent legally possible, assign to the Owner all services completed as at the date of termination, and, as may be required by the Owner.
- iii. In the event of termination/ foreclosure of the Contract under CC clause 13.1 (i), the Owner shall pay to

the Agency, 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 Agency 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.
- iv. The Agency 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 Agency 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 Agency'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 Agency, referring to this CC clause 13.2 (i):

- a) if the Agency 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 Agency or any of its assets, or if the Agency 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 Agency before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Agency, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Agency, or if the Agency takes or suffers any other analogous action in consequence of debt;
- b) if the Agency 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 Agency, 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 Agency:

- 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 terms of Contract or persistently neglects to carry out its obligations under the Contract without just cause; or

Then, Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Agency stating the nature of the default and requiring the Agency to remedy the same. If the Agency 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 Agency 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 Agency 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 services already executed;
- b) Deliver to the Owner the milestones of the services implemented by it up to the date of termination, subject to the receipt of payment stated in CC clause 13.2(iv);

(iv) The Agency 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, Any sums due to the Owner from the Agency accruing prior to the date of termination shall be deducted from the amount to be paid to the Agency under the Contract.

(v) The Owner will conduct annual performance review of the Agency through a Committee constituted for the purpose on following counts (refer clause 3.26 of Section IV):

- a) Number of instances of wrong billing found during the audit and the amount of penalty imposed on the same (refer clause 3.25 of Section IV)
- b) Number of instances of default on missing the Turn Around Time (TAT) and the amount of penalty imposed on the same (refer clause 3.8 of Section IV)

The Owner, if not satisfied with the Performance of the Agency due to its failure on above parameters, reserves the right to terminate the contract, impose penalty upto 10% of the contract price and forfeit the security deposit submitted by the Agency.

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

The Agency 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 Agency or its sub-Agencies, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its Agencies, employees, officers or agents.

14.0 Assignment

The Agency 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 Agency

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

- a. Agency 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 Agency 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 Agency 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 Agency, 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 Agency 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 Agency, 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 Agency 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 shall release the Agency 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 Agency 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 Agency 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 All documents, materials, reports, information, data etc as may be collected by the Agency, or which shall at any time come into the possession of the Agency, during the course of providing Services or in connection with the scope of work under the Contract or Bid Documents, shall be submitted to the Owner on completion of the contract period.

20.3 Agency 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 Agency 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 Agency 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 Agency 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 Agency/ Service Provider, and the Owner shall be defended in the defense of any proceedings which may be brought in that connection.

20.6 Waiver of moral rights: The Agency 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 and data etc in connection with the Contract.

21.0 Third Party Software:

Any third-party software used by the Agency 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 Agency, object to any representative or person employed by the Agency 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 Agency shall forthwith remove such person from work under the Contract.

22.2 If any representative or person employed by the Agency 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 Sub-contracting:

23.1 Subcontracting is generally discouraged, and the Owner expects the Agency to execute the entire project with its own resources. Accordingly, the Agency 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 Agency may sub-contract the services for maintenance. For avoidance of doubt, it is hereby clarified that any subcontracting, as provided under this clause, shall not relieve the Agency from any obligation, duty or responsibility under the Contract. In addition, the Owner shall not be responsible towards the sub Agency, in any manner whatsoever.

23.2 The total value of sub contract should not exceed 25% of the contract price specified in the contract,

23.3 Procurement of material, hiring of equipment or engagement of labour will not mean subcontracting.

23.4 The Agency 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 Agency:

In case of merger, acquisition or divestiture of the Agency, 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 180 days from the date of completion of the project or till the closure of the contract, at no additional cost to the Owner.

25.0 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.

26.0 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

Item Description: Notice Inviting Tender for processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited

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 89 Million Tonnes (MTs) coal production in the year of its inception, CIL today is the single largest coal producer in the world (596 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

2.0 About the Post-Retirement Medicare Scheme for Executives

Objective: CIL intends to appoint an Agency for Medical Bill Processing of the members of the Contributory Post Retirement Medicare Scheme for Executives (CPRMS-E) i.e. the scrutiny of the medical bills and calculating the total amount payable to the claimant as per the rules and regulations of CIL's policy in vogue.

About CPRMSE Scheme:

The Contributory Post-Retirement Medicare Scheme for Executives (CPRMS-E) is a comprehensive health care scheme provided to the retired executives of CIL and its subsidiaries. Executives who separate from the company on account of retirement on attaining the age of superannuation or are separated by the company on Medical grounds or retirement under Executive Retirement before Superannuation Scheme/ Voluntary Retirement Scheme are provided with a CPRMSE Medical Card with a unique registration number. Full text of the scheme is available on CIL website. Pl visit

<https://www.coalindia.in/departments/medical/cprmse/>.

- a)** Each CPRMSE Medical card may be of couple membership or single membership i.e.
- Couple Membership CPRMSE Medical Card has 02 (two) beneficiaries i.e. both retired executive and his/ her spouse are alive.
 - Single Membership CPRMSE Medical Card has 01(one) beneficiary i.e. either the retired executive or his/ her spouse is alive.
- b)** The total number of CPRMS-E Beneficiaries (as of date) who are availing post-retirement medical facility across all subsidiary companies and the CIL(HQ), Kolkata is hereunder:

Name of Company	No. of Couple Membership	No. of Single Membership	Total no. of membership	Total no. of Beneficiaries
1	2	3	4	5
BCCL	1200	306	1506	2706
CCL	1940	281	2221	4161
CIL (HQ)	2503	746	3249	5752
CMPDIL	471	126	597	1068
ECL	1284	406	1690	2974
MCL	632	122	754	1386
NCL	495	252	747	1242
NEC	31	8	39	70
SECL	1273	253	1526	2799
WCL	1275	647	1922	3197
TOTAL	11104	3147	14251	25355

It may be noted that medical benefits under the scheme can be availed by the retired executives and their spouses. With respect to column 4 (Total no. of membership) a retired executive is considered as a beneficiary member who may be with or without spouse. In other words, couple is treated as a single membership.

- c)** Disbursals during last two years:

FY 2019-20: Rs 27.18 Crore

FY 2020-21: Rs 34.99 Crore

It may be noted that the above figures pertain to actual disbursement, not claims.

Excerpts and operational aspects of the scheme:

Medical Benefits to the retired executives and their spouses under the scheme will be admissible for the treatment taken only within India and would be regulated as under:

d) Indoor Treatment:

1. Where there is no CIL empanelled Hospital at places where the retired executives reside/ unable to go to such empanelled hospitals/ Diagnostic Centres, the retired Executives can avail the medical facilities from other PSU hospitals/ other PSUs empanelled Hospital, ESI Hospital/ NABH accredited Hospital/ Government hospital including hospital under Municipal Corporation or Hospital/ Diagnostic Centres empanelled by CGHS. However, the reimbursement will be limited to CGHS rates or actuals whichever is lower. *(Clause No: 3.2.1.a.i of the policy)*
2. In case of emergency, like Heart attack, accidents, etc if due to the non-availability of empanelled hospitals in a particular town or city, any retired executive and/ or spouse undertake medical treatment in hospitals/ nursing homes other than mentioned in (i) above, the reimbursement will be admissible as per the CGHS rate.
If CGHS rates are not available in such hospitals/ nursing homes, such payments will be released on case-to-case basis on obtaining approval of D(P&IR), CIL, or CMDs of the subsidiary companies as the case may be. However, the reimbursement will be restricted to CGHS rates only.
Further in such situations if treatment is received in NABH accredited or super specialty hospital, reimbursement will be restricted to maximum CGHS rates.
3. In case treatment is undergone in company's hospitals (CIL/ Subsidiary's own hospitals as the case may be), reimbursement will be done as per actual or CGHS rate whichever is less.
4. However, in case of treatment undertaken in non-empanelled hospitals in non-emergency situations or situations other than as mentioned in (i), prior intimation should be given to the respective Heads of medical Services of CIL/ subsidiary as the case may be. In all such cases, payment will be released on case-to-case basis as per CGHS rates, on obtaining approval of D(P&IR), CIL or CMDs of the subsidiary companies as the case may be. *(Clause No: 3.2.1.a.ii of the policy)*
5. 100% cashless treatment shall be permitted at the empanelled hospitals.
6. No limit will be applicable in case of treatment of the following critical diseases:
 - a) Heart and Vascular diseases involving surgical or interventional therapy: This will include the following:
 - Coronary Artery by Pass Grafting
 - Coronary Angioplasty including the cost of stent
 - Pacemaker implantation including the cost of Pacemaker
 - Any other surgical intervention required for heart disease.
 Payment may be made on actual basis or on the basis of CGHS approved rate whichever is less.
 - b) Cancer: This will include the following:
 - Cost of Chemotherapy taken at home as prescribed by the concerned Oncologist of notified hospital provided the cost does not exceed the cost of Chemotherapy taken at Indoor or Day Care Centre.

- Cost of investigation for follow up treatment of Cancer patient to evaluate progress and metastasis (maybe twice in a year or more) based on the advice of the concerned Oncologist of the notified hospital
- Cost of Palliative treatment i.e. end stage treatment of cancer patients at home.

Payment may be made on actual basis or on the basis of CGHS approved rate whichever is less.

Note: If the cancer patient is unable to move at all, then the patient will be allowed for investigation in any nearest laboratory/ hospital.

c) Renal disease: This will include the following:

Peritoneal Dialysis including CAPD (Continuous Ambulatory Peritoneal Dialysis) taken at (a) Indoor i.e. hospital, (b) Day Care, (c)At home, provided the cost does not exceed the cost of dialysis taken at Day Care or Indoor.

Payment may be made on actual basis or on the basis of CGHS approved rates whichever is less. Organ failure inclusive of transplant and follow up outdoor treatment will also be included.

d) Paralysis: The term may be defined as “Neurological Disorder” instead of Paralysis. This will include the following:

- Surgery- Brain & Spine Surgery
- Cerebra Vascular Accident
- Cost of Pacemaker in Brain Surgery (deep brain stimulation surgery)
- Physiotherapy

Payment may be made on actual basis or on the basis of CGHS approved rate whichever is less. Cost of DBS implants, intrathecal pumps and spinal stimulators cord physiotherapy (both indoor and outdoor/domiciliary) will be reimbursed as per CGHS rates or actual whichever is less.

e) AIDS

f) Addison’s disease & Adrenal Histoplasmosis

The cost of treatment for the above diseases shall be dealt with separately and the same will not come under the purview of normal limit meant for general diseases.

b) Outdoor Treatment:

Cost of treatment in OPD of empaneled hospitals/ PSU hospitals/ other PSUs empaneled Hospital, ESI Hospital/ NABH accredited Hospital/ Government hospital including hospital under Municipal Corporation or Hospital/Diagnostic Centers empaneled by CGHS/ Company’s hospital (CIL/ Subsidiary’s own hospital, as the case may be) would be permitted.

Payment may be made on actual basis or on the basis of CGHS approved rate whichever is less.

c) Reimbursement of charges for hospitalization (Indoor treatment): For claiming reimbursement of medical expenditure incurred by the beneficiaries covered under the scheme, the retired executive shall submit claims on quarterly basis viz. Quarter Ending 31 March, 30 June, 30 September and 31 December in the form prescribes at Annexure-B2 & B3 together with a self-attested photocopy of the Medical Card. The claims shall be scrutinized by the service agency and shall be forwarded to the concerned Finance Deptt for arranging payment.

- i. Treatment and consequential charges on account of admission to a ward higher than the entitlement, for the period of stay beyond the duration specified in the package deal rates and other charges on account of telephone, cost of cosmetics, toiletries, tonics and other inadmissible items as per Medical Attendance Rules applicable to the working executives will not be reimbursed.
- ii. Treatment/ surgeries/ procedures and room rent as admissible and levied by the concerned Govt. Hospitals or notified/ empanelled hospitals will only be payable.
- iii. Wherever package deal rates for certain procedures/surgeries are applicable, the company's liability will be to the extent of such package deal rates only.
- iv. The Company shall not be liable to reimburse any expenses whatsoever incurred by the retired employee in connection with or in respect to the following:
 - a) Venereal disease, psychiatric treatment, intentional self-injury, intemperance or the use of intoxicating drugs or liquor or/ and injury, disease or illness directly or indirectly attributable to one or more of these causes.
 - b) Charges incurred for diagnostic or Radiological or laboratory examinations or other diagnostic tests not consistent with and incidental to the diagnoses and treatment of any ailment, sickness or injury and not prescribed by Authorized treating Doctor.
 - c) Expenditure on special nursing
 - d) Expenditure towards cosmetic surgery
 - e) Travelling expenses for outstation treatment.

d) Notified hospitals: The hospitals empanelled by CIL and or its subsidiaries would be considered as notified hospitals. The list of the empanelled hospitals are updated from time to time by the Medical Department of CIL.

3.0 Scope of Work:

3.1 Subsequent to the signing of the contract agreement, the agency shall take charge of the Medical Bill Processing of the beneficiaries of CPRMSE i.e. scrutiny of the medical bills submitted by the beneficiaries of CPRMSE and calculating the total amount payable to the claimant.

3.2 The agency shall note the rules and regulations regarding the reimbursement of medical bills as stated in the CPRMSE policy, the Office Order containing the list of Empanelled Hospitals; with specific rules (which is updated by the Medical Department from time to time), and any other office orders which may be issued from time to time.

3.3 The Agency shall develop a dedicated system/ platform (hereinafter termed as 'Portal') for the entire process of medical bill processing e.g. uploading of bill & document by the hospital (in case of cashless treatment) and by the beneficiary (in case of reimbursement bills), scrutiny and recommending the amount by the agency and forwarding for payment through SAP by the medical and finance divisions of CIL/ subsidiary in a seamless and transparent manner.

3.4 The portal developed by the Agency will have the provision for interface with ERP/ SAP system of CIL. This will enable the updated beneficiary details [i.e. the employee (i.e. the retired beneficiary) master] to

be available in the portal. In other words, the details of active beneficiaries should be readily available in the Portal.

3.5 In case of cashless treatment, the hospital shall upload the documents in respect of the concerned beneficiary in the portal.

3.6 For reimbursement of bills, there is a provision of Annexure B1 (Claim for the payment of medical expenses incurred by the retiring executive) and Annexure B2 (Details of amount claimed). These proforma shall be developed and made available in the portal for filling up by the beneficiary and subsequent scrutiny by the Agency & approval by CIL/ subsidiary.

3.7 In order that the system is user-friendly and is accessible only by the authorized users, login facility will be extended to the empaneled hospitals, beneficiaries and medical, finance & welfare divisions of CIL/ subsidiary. Accordingly, login ID shall be provided to the beneficiary and to the authorities of hospital and CIL/ subsidiary.

3.8 TAT:

a) The Turn Around Time (TAT) will be 20 working days from the date of online submission of bills for both cashless and reimbursement bills.

b) In case of non-adherence to the TAT timeline for a particular bill, a penalty equal to 0.5% of the service charge payable on that bill will be deducted for delay by every week or part thereof.

c) The Agency will incorporate the provisions of TAT default in the portal so that the resultant service charge is auto generated by the portal taking TAT default into consideration.

3.9 NMI: 'Need More Information' shall be raised by the Agency to:

a) The beneficiary: In case of missing information or if further documents/ clarification is needed.

b) CIL/ Subsidiary: In case further clarification is needed with respect to the bills/ treatment documents submitted by the beneficiary.

c) CIL: In case clarification is needed with respect to the policy guidelines, their applicability or admissibility on case-to-case basis.

d) The empaneled hospital: In case more information/ documents are required towards cashless treatment.

3.10 Even after raising the NMI, if the Agency feels that the claim is not in conformity with the guidelines of the scheme, or if there is a gross mismatch between the symptoms, diagnosis and procedure, it shall reject the claims wholly or partly. To this extent, the processing team should make informed and mindful decision by applying human intelligence while processing all claims.

3.11 Once NMI is raised, the counting of TAT will stop, and would resume only after clarification/ documents are obtained. While designing the portal software, the Agency should ensure that it is configured accordingly.

Illustration: If NMI is raised on 5th day of the pendency of TAT, then the counting of days of TAT will temporarily stop at that particular time on 5th day. Counting of TAT will resume (from where it had stopped i.e. 5th day) when the clarification is uploaded on the portal

3.12 There are two circumstances where the payments will be made by CIL/ subsidiary after obtaining approval of the competent authority of CIL/ Subsidiary. In respect of such cases, while recommending the

amount to CIL/ subsidiary, this aspect should be specifically reflected in the CIL/ subsidiary login. The portal should be designed accordingly.

3.13 There is one situation, where the beneficiary needs to give prior intimation to the respective head of medical services of CIL/ subsidiary. Since such situation is related to the treatment in non-empanelled hospital, there will be only reimbursement bill against such treatment. The agency, while processing the bill, shall ensure that this requirement has been fulfilled by the beneficiary. In case of non-compliance, an NMI will be raised by the Agency to the beneficiary. Further, in case of suspicion on the authenticity of the letter of intimation, the Agency will raise an NMI to CIL/ subsidiary.

3.14 In case of reimbursement bills, beneficiary shall upload the bills and supporting documents like doctor's advice, prescription etc. Investigation report is not mandatory.

3.15 In case of cashless treatment, the concerned empaneled hospital shall, along with the bills and treatment rendered, also upload the approval of treatment (with breakup of the cost) accorded by CIL/ subsidiary.

3.16 Value Added Services: Agency will provide the following Value-Added Services (VAS):

- a) SMS service: Message alert will be provided to beneficiary and to the empaneled hospital on their linked mobile number for claim status intimation, receiving, approving, NMI raised, and recommendation to the owner.
- b) Email trigger: Email notification will be sent to the beneficiary and to the empaneled hospital on their registered email ID for all the above-mentioned stages.
- c) Facility to check the claim status: The beneficiary and empaneled hospital can check the claim status by logging into the portal.

3.17 Necessary orientation training will be imparted by the Agency to the CIL/subsidiary officials of medical, finance and welfare division as also to the hospitals offering cashless treatment on the use of the online portal.

3.18 Agency shall upload an instructional video for educating the beneficiaries on the usage of the portal, uploading the documents, step-by-step processing, availing value-added services, checking the claim status and such other aspects of the services rendered by the Agency.

3.19 The final sanction and payment settlement to the hospitals/ individual beneficiary shall rests with CIL/ subsidiary. Agency will neither be liable for delay on this account, nor will it extend the facility of SMS or email service to this end.

3.20 MIS: The portal should be able to generate hospital specific, beneficiary specific, and subsidiary specific MIS reports. Further, the consolidated statements of amount claimed and recommended by the agency in a time series should also be made available.

3.21 The system should have the provision whereby CIL/ subsidiary may send back the recommendation (made by the Agency) to the Agency for review and re-evaluation mentioning the specific aspects.

3.22 Agency shall allocate a dedicated server for providing the subject service.

3.23 CPRMSE scheme, related guidelines, list of empanelled hospitals and amendments thereof as may be supplied by CIL from time to time, shall be kept uploaded on the portal by the Agency for ready reference by the beneficiaries.

3.24 The agency shall always have a valid ISO 9001:2015 certificate (Quality Management System-QMS) and shall submit the annual surveillance/ recertification audit as the case may be. Further, in case, there is an upgraded version of QMS, the agency shall conduct transfer audit and get certification of the higher version. The same is to be submitted to CIL.

3.25 CIL will conduct random audit of 2% of reimbursement bills and 1% of cashless bills annually. The audit will be done at 6 monthly intervals i.e. 1% of reimbursement bills and 0.5% of cashless bills every six months. In case discrepancy/ shortcomings is found in the billed amount, 'Batch process audit' will be conducted, whereby all bills corresponding to the 7-working-days' time band keeping the date of clearance of the bill in question as the mid date, shall be audited.

Illustration: If during regular audit, the amount recommended in a bill cleared by the Agency on dtd 15th Oct 2022 is found to be wrongly adjudicated/ assessed. So, all bills cleared during the period 12th Oct to 19th Oct'2022 (assuming 18th Oct'2022 as a non-working day) shall be subjected to 'Batch process audit'. In respect of bills where discrepancy/ shortcomings are found in the billed amount, a penalty equal to 1.5 times the service fee shall be imposed, which shall be adjusted from the future payments to the Agency.

3.26 The Owner will conduct annual performance review of the Agency through a Committee constituted for the purpose on following counts:

- a) Number of instances of wrong billing found during the audit and the amount of penalty imposed on the same
- b) Number of instances of default on missing the Turn Around Time (TAT) and the amount of penalty imposed on the same

The Owner, if not satisfied with the Performance of the Agency due to its failure on above parameters, reserves the right to terminate the contract, recover liquidated damages (LD) upto 10% of the contract price and forfeit the security deposit submitted by the Agency.

3.27 The Agency shall cause its team of officials to be engaged in the MBP (Medical Bill Processing) service for CIL/ subsidiaries, undergo a 3-day orientation at CIL HQ to make them aligned with the processes, flows and related nuances.

3.28 CIL will keep on informing the Agency on any modifications/ amendments in the policy guidelines and it will be the duty of the Agency to align its processing framework in line with the amendments and also to update the portal.

3.29 Bills older than 06(six) months shall not be reimbursed, i.e. the period between the date of bill generation to the date when the bills are uploaded by the beneficiary in the portal should not be more than 06 months.

3.30 A prescription is considered valid for 06 (six) months unless mentioned otherwise.

3.31 Beneficiary needs to submit detailed break-up for all investigation/ procedural packages in the Form B2.

3.32 Reimbursement should be claimed by the beneficiary separately for self and spouse. Both the members i.e. beneficiary and co-beneficiary cannot claim in the same claim form. All the bills should be in the 'Name of the patient' as mentioned in B-2 form.

3.33 There are three hospitals among CIL's empanelled hospitals wherein separate rates as per the MOU with CIL are paid/ reimbursed (as the case may be). The column of "Empanelled For" in the list of

empanelled hospitals may be checked for further clarity. Christian Medical College (CMC) Vellore, Shankar Nethralaya Chennai- reimbursement shall be done on actual basis as per hospital rate. For Tata Medical Centre Kolkata, there is a rate contract between CIL & the hospital. The reimbursement shall be done at that particular rate as per the MOU. CIL will provide the applicable rates for these hospitals to the Agency.

3.34 Rates to be charged as applicable and approved from time to time as per Central Government Health Scheme (CGHS) for specific cities. For hospitals located in the cities where CGHS rates are not applicable and approved, the basis of rates for these hospitals will be the CGHS rates as applicable to the Capital of the State where hospital is located. However, in case no CGHS approved rates are available in that state Capital, the CGHS rate as applicable to Delhi Kolkata will be applicable.

3.35 The system should be such that, no manual entry in SAP is needed for payment purpose and the interface between the portal and ERP/ SAP of CIL should enable a seamless process.

3.36 Precise process flow in the portal should be finalised in consultation with the CIL team.

4.0 Work Commencement Period

4.1 The Agency shall commence the work within 75 days from the date of LOA (Letter of Award)

4.2 This service will be provided by the Agency as part of the contract under clause 3.0 and 4.0 of this section for a period of 60 months from the date of commencement as per clause 4.1.

4.3 CIL will have the option of continuing with the services for another two years on mutually agreed terms.

4.4 During this period, Agency shall ensure trouble free and efficient functioning of the total System. If during this period any defect is found in the system, the Agency 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.

4.5 Support during the contract period 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 for effective use of system and process optimization.
-

Section V

Annexure and Appendix

ANNEXURE IA
FORMAT OF “Letter of Bid”

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To,

The Tender Inviting Authority

Coal India Limited

Sub: Letter of Bid for the work “Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited”

Ref.: 1. NIT No.: CIL/C5C/55125/2022/2593 dated : 26.05.2022

2. Tender Id No. : 2022_CILHQ_245004_1

Dear Sir,

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

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

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

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

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Coal India Limited.

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

ANNEXURE III

Pre-contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday 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/Agency” 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)/ Agency(s)

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

- a. The Bidder(s)/ Agency(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)/ Agency(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)/ Agency(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Agency(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)/ Agency(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Agency(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)/ Agency(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)/ Agency(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)/ Agency(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) / Agency(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/ Agency/ 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/ Agency/ 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)/Agency(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/ Agency/ 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.

(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 Agency 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/ Agencies/ Sub Agencies

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

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

(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)/ Agency(s)/ Sub Agency(s)

If the Principal obtains knowledge of conduct of a Bidder, Agency or Sub Agency, or of an employee or a representative or an associate of a Bidder, Agency or Sub Agency 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/ Agencies as confidential.

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

(3) The Bidder(s)/ Agency(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Agency. The Agency 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-Agencies.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Agency(s)/ Sub-Agency(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 Agency. 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 also 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 Agency 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 Agency 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/ Agency)

(Office Seal)

(Office Seal)

Place

.....
.....

Date

.....
.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE IV

Undertaking on Genuineness of Information

We solemnly declare that:

1. I/We am/are submitting Bid for the work 'Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited' against Tender id No. _____ Dated _____ and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time
7. I/We do not have relationship with any other participating bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc. as per the tender document.

Annexure-V

PROFORMA FOR UNDERTAKING

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

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

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

OR

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

a) Name of the employee

b) Place of posting

c) Department

d) Designation

e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

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

Or

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

*** Delete whichever is not applicable.**

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

Or

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

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

4. We,.....(Name of Partners of Consortium), partners of(Name of Consortium) hereby consent to abide by the provisions of Clause 8 of Conditions of Contract pertaining to arbitration.

(Applicable in case of Consortium)

5. We certify that the works/services offered by us against the tender for the work “Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited” against NIT No/ Tender ID. CIL/C5C/55125/2022/2593 dated : 26.05.2022, meet the minimum local content requirement and has local content:

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

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

(Where applicable, evidence of Competent Authority shall be attached along with this undertaking.)

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

ANNEXURE-VI

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/LLP incorporated under the laws ofand 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 the services of professionally managed processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme.

WHEREAS, CIL had invited NIT vide nodated__

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.
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 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 thereunder.

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.

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.

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.

14. All the terms used in capitals in this Agreement but not defined herein shall have the meanings 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 datedWitness

Signature Signature
Name: Name:
Address: Address:

For M/s.....(Member 2]

ANNEXURE-VII

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 Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme.

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 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

ANNEXURE-VII**Details of Eligibility Criteria Parameters**

ELIGIBILITY CRITERIA PARAMETER SHEET			
S No	Specification Parameter	Unit	Bidder's Value (The information given here must be supported by document as enlisted at clause 4.2 of ITB)
1	Average Annual Financial Turnover: Average of any three of the last four financial years 2017-18, 2018-19, 2019-20 and 2020-21	Rs.	
2	Experience in medical bill processing for its clients as on the last date of bid submission	Year	
3	Experience with respect to amount of medical bills processed for its clients during the last three years immediately preceding the current financial year	Rs.	
4	Number of contracts of similar nature (As defined at Cl 4.1 of ITB) executed for Govt or PSU clients (either completed or ongoing). Contracts under pipeline/ being planned will not be considered.	No	
5	ISO certifications- 1. ISO 9001-2015 (Quality management system) 2. ISO/ IEC 27000-2013 (Information security management system) 3. ISO/ IEC 20000-1-2018 (Service management system)	Each	
6	Presentation to be uploaded indicating the Proof of concept and overall approach for implementation.	Each	

Note: Year means a period of twelve (12) consecutive months.

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 "**Agency**", 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 Agency shall individually be referred to as “**Party**” and collectively as “**Parties**”.

Whereas the Employer is desirous that the Agency executes the “Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited” (hereinafter called the “**Works**”) in accordance with the terms and conditions of the Bidding Documents and the Employer has accepted the bid by the Agency 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 Agency as hereinafter mentioned, the Agency 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 Agency 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;

- (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 Agency 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 Agency:

Address:
 E-mail address: Kind Attention:
 Mobile no:

6. The Agency 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 Agency2 _____

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 Agency)

Invitation for NIT No.....dated for..... Block

for "Processing and settlement of medical bills in respect of beneficiaries covered under CPRMSE scheme of Coal India Limited".

Subject: Performance Security Bank Guarantee

Date _____,

2017To

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 Agency) (hereinafter called "the Agency"), 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 Agency 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 Agency, 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 Agency 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 Agency, 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 Agency 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 be caused to or suffered by Company on account thereof. Such determination by the Company shall be final and binding on us.

3. that any such demand shall be conclusive as regards the liability of the Agency 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 Agency 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 Agency 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 Agency 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 of and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Agency 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 Contractor 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 Agency 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 Agency or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Agency 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 Agency.

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 may be sent by post/e-mail/fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The 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)

“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.