

TENDER DOCUMENT

NIT No.: CIL/C4C/Photo Emp 2023/389

Date: 17.10.23

TD. No.: 2023-24 / 01

Empanelment of Photographers for Digital Photography and Videography work at CIL Hqrs. and other locations as desired



Corporate Communications & Public Relations Division

Coal India Limited

www.coalindia.in

Coal Bhawan, Premise No:4, MAR, Plot AF- III, Action Area- 1A,
New Town, Rajarhat, Kolkata – 700156

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SECTION-I



Coal India Limited

www.coalindia.in

Coal Bhawan, Premise No:4, MAR,
New Town, Rajarhat, Kolkata – 700156

NIT No.: CIL/C4C/Photo Emp 2023/385

Date: 16.10.23

e-TENDER NOTICE

1. Digitally signed and encrypted e-Tenders are invited under two part system on the website <https://coalindiatenders.nic.in> from the reputed and experienced contractors for the following work:

| Description of work | Estimated Value excluding GST (Updated Cost) (₹.) | Annualized Estimated Value excluding GST (Updated Cost) (₹.) | Earnest Money (₹.) | Period of Completion (in Days) |
|---|---|--|--------------------|--------------------------------|
| Empanelment of Photographers for Digital Photography and Videography work at CIL Hqrs. and other locations as desired | 1145126 | 572563 | 14314 | 731 |

Note: (i). There is No APPLICATION FEE.

(ii). Availability of Input Tax Credit to CIL: - not available

(iii). *The bid documents will be available on the websites <https://coalindiatenders.nic.in> and <https://www.coalindia.in> and can be downloaded by the bidder up to the bid submission end date. The details of the tender will be mirrored on the Central Public Procurement Portal (CPP) of Govt. of India (<https://eprocure.gov.in>)*

2. Time Schedule of Tender

| Sl. No. | Particulars | Date | Time |
|---------|--|----------|----------|
| 1 | Tender e-Publication date | 17.10.23 | 5.00 PM |
| 2 | Document download start date | 17.10.23 | 5.00 PM |
| 3 | Document download end date | 07.11.23 | 5.00 PM |
| 4 | Bid Submission start date | 18.10.23 | 10.00 AM |
| 5 | Start date for seeking Clarification on-line | 18.10.23 | 10.00 AM |
| 6 | Last date for seeking Clarification on-line | 27.10.23 | 5.00 PM |
| 7 | Bid submission end date | 07.11.23 | 5.00 PM |
| 8 | Date of Bid Opening [Cover-I & OID (Technical-bid) and Cover-II (Price-bid)] | 08.11.23 | 11.00 AM |

3. Bid Security Declaration:

Bidders shall have to accept a Bid security declaration through GTE accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, as defined in the request for bids document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.

4. Pre-bid Meeting: The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, **if specified online**. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

5. Seeking Online Clarification by bidder: The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

6. Eligibility Criteria: -

The bidders are required to submit the following documents in order to become eligible for empanelment for the subject work:

- a. **Letter of Bid:** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.
- b. Undertaking on bidder's letter head as per **Annexure-I**.
- c. Last 7 (Seven) years satisfactory experience certificate issued by the employer (reputed institutions/PSUs/Govt. Departments etc.) for the work of similar nature.

Definition of similar nature: Photography and/or Videography work

Note:

1. The bidder may submit one or more than one experience certificate to qualify in experience criteria.
- d. Available instruments – a declaration towards availability of Camera/lens/ computer and photo editing software to be given on the letter head of bidder.
- e. Computer software support - a written list of computer/accessories etc. to be given on the letter head of bidder.
- f. Photocopy of PAN Card of bidder issued by Income Tax Department.
- g. Documentary evidence of residence/office in Kolkata.

- h. One of following relevant document to prove legal status of bidder:
 - i) Affidavit or any other document to prove Proprietorship/Individual status of the bidder.
 - ii) Partnership deed containing name of partners
 - iii) Memorandum & Article of Association with certificate of incorporation containing name of bidder

- i. Goods and Service Tax Registration (Not applicable for exempted Services):

The Bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder during bid submission as per above.

Information to be furnished online:

1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the Bidder.
2. Status of the Bidder in the BOQ excel sheet being uploaded by the Bidder during bid submission as per above.

Supporting Documents to be uploaded online (Bidder Space/My Document):

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

- a) Status: GST registered Bidder under regular scheme
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
 - b) Status: GST registered Bidder under composition scheme.
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
 - c) Status: GST unregistered Bidder:
Document: Self-undertaking certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.
 - j. Authorization for Digital Signature Certificate: 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 authorization to submit bid on behalf of the bidder. If bidder himself is bidding, the no document is required.
 - k. In case bidder is EMD exempted, bidder is required submit EMD exemption document as per clause 3 of NIT. (if applicable)
 - l. The bidders are required uploaded the document mentioned in **Cover-I**.
7. All the bidders are to submit the information in objective manner confirmed by the uploaded documents. If it confirms to all the information/declaration furnished by the L-1 bidder online and does not change the eligibility status of the bidder, then the bidder will be considered eligible for award of Contract subjected to **Clause 18 of Instructions to Bidders**.

8. **Submission of Bid:**

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

- a. The bidder should strictly comply with following instructions:
 - i. The bidders are requested to submit offers online in two parts in the links Cover-I and Cover-II.
 - ii. Two parts of the bid should contain the details as follows:

Part-I/Cover-I:

Undertaking on bidder's letter head

Information on Eligibility/Qualifying criteria as detailed at Clause No.6 & 7 including necessary scanned documents as elaborated there.

Part II/Cover-II: Prices only in the Excel format as indicated in the Bid document.

- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<https://coalindiatenders.nic.in>) with valid 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. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. **The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.**
- c. The Bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.
- d. The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder online through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished online by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

- e. **Letter of Bid:** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept

unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

f. **Confirmatory Documents:**

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I by the bidder while submitting the bid online.

g. **Price Bid (Part-II):**

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate or Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

The rates quoted by bidder shall be inclusive of all taxes, duties & levies but excluding Goods and Service Tax (GST) & GST Compensation Cess, if applicable.

The excel sheet will compute the GST & GST Compensation Cess (if any) as per predefined logic.

The L-1 will be decided based on Cost to the Company.

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate GST Status from the following list given in the BOQ:

- I) GST Registered Bidder under regular scheme
- II) GST Registered Bidder under composition scheme
- III) GST Unregistered Bidder

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

DECISION OF L-1:

The L-1 will be decided based on “COST TO COMPANY” in the following manner:

COST TO COMPANY = Quoted Price of Bidder (+) GST and GST Compensation Cess payable by bidder and company, if applicable.

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

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

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

Note:

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

9. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10. Extension of Time Schedule of Tender:

If the number of bids received online is less than three on the end date of bid submission then the bid submission end date, and bid opening date will be automatically extended by the System, initially for a period of four days .The auto extension will work on the basis of number of bids received only. Bidder will have right to modify/withdraw their bids during extended period of submission of bids. After extension as stated above the tender will be opened irrespective of number of tenders received. If any of the above extended date falls on holiday i.e. non-working day as defined in e-procurement portal, then same is to be rescheduled to the next working day.

11. Opening of Bid:

- i) Tenders [**Cover-I** (Technical-bid) and **Cover-II** (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.

- ii) The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system. Hence, bidders are required to fill the required details in objective and structured manner very carefully.

iii) After decryption and opening of bids, the system will show the comparative statement showing the price quoting (cost to Company) by bidders.

12. Evaluation of Tender:

- i. After opening of bid, the documents submitted by all bidders in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidders online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder, then the bidder will be considered qualified in technical bid.
- ii. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). The Bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- iii. The tender will be evaluated on the basis of documents uploaded by bidders online. Bidders is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- iv. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- v. In case the bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then such bid shall be rejected.
- vi. All the bidders who have qualified as per conditions of tender document and accepts L1 rate (i.e. item wise L1) will be considered for empanelment for items of work given in Bill of quantities (BOQ). There will be item wise empanelment.
- vii. Distribution of Work – Maximum four (4) photographers will be empanelled. All selected parties will get the said item wise job on rotation/cycle basis at L1 rate in all categories. L1 bidder of each category will get an additional job in each category separately in every cycle.
- vii. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended/revised from time to time shall be applicable for this tender.
 - i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended/revised from time to time shall be applicable for this tender.
1. Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work

provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.

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

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

3. Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
4. Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, four percent sub-target so earmarked shall be met from other MSEs.
5. 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 paragraph (l) above. The Bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
 - In case of proprietary MSE, proprietor(s) shall be SC /ST
 - In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
6. Classification of Micro and Small Enterprise are as under:
 - a. Micro Enterprise -Enterprise where the investment in Plant and Machinery or Equipment does not exceed One Crore Rupees and Turnover does not exceed Five Crore Rupees.
 - b. Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.
7. The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Di-

rectorate 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.

8. 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.

- ix. In case none of the bidders complies the technical requirement, then re-tender will be done.
- x. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

13. Bid Validity: The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

14. Modification and Withdrawal of Bid:

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

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.

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

- 1. the bidder will be debarred for 1 (One) year from participating in tenders in CIL.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

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

15. Tender Status: It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

16. Deleted

17. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
18. This Tender Notice shall be deemed to be part of the Contract Agreement.
19. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
20. Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

Tender Inviting Authority

SECTION-II

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The Coal India Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice/BOQ.

1.2 The successful Bidder(s) will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act or any legal entity. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice and at Clause No.3. **The joint Venture is not allowed to participate in the tender.**

2.2 Deleted

2.3 The bidders shall have 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.

2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of Notice Inviting Tender (NIT) and Instructions to Bidders (ITB), including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

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

2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

3. QUALIFICATION OF THE BIDDER

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility / qualifying criteria as detailed at Cl. No.6 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.

3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company,

INSTRUCTIONS TO BIDDERS

the experience and resources of its wholly owned subsidiaries will be taken into consideration.

3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

Notes:

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidder's name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Ltd./Private Ltd. company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

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

6. SITE VISIT

6.1. The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings etc. for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2. It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

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

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

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed in below:

INSTRUCTIONS TO BIDDERS

i) e-Tender Notice, ii) Instructions to Bidders, iii) Conditions of Contract iv) Annexures v) Bill of Quantities and technical specifications. vii) e-tender user portal agreement.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

9. LANGUAGE OF BID

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

10. BID PRICES

10.1. The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

10.2. The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause No.8(f) of e-Tender Notice.

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

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

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST

INSTRUCTIONS TO BIDDERS

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

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

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

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

Note:

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

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

11. CURRENCIES OF BID AND PAYMENT

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

12. BID VALIDITY

12.1 The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security (if deposited in the form of BG) for the period of extension, and in compliance with Clause 14 in all respects.

13. BID SECURITY DECLARATION:

INSTRUCTIONS TO BIDDERS

Bidders shall have to accept Bid security declaration through GTE accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, as defined in the request for bids document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.

14. DEADLINE FOR SUBMISSION OF BIDS

14.1. Bids shall be submitted online on the web site <https://coalindiatenders.nic.in> within the date and time specified in the e-Tender Notice.

14.2. The employer may extend the deadline for submission of bids in accordance with provisions of e-Tender Notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

15. SIGNING AND SUBMISSION OF BID

15.1 The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

15.2 Submission of bid shall be as detailed at Clause No.8 of e-Tender Notice.

16. EVALUATION AND COMPARISON OF BIDS.

16.1 Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CIL at each stage as deliberated in e-Tender Notice. The bidder shall also comply with system requirement as deliberated in e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Service tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided based on Cost to the Company.

16.2 Deleted.

17. Deleted.

18. AWARD CRITERIA

18.1 Subject to Clause No.19, the Employer will empanel the bidder(s) whose Bid has been determined to be substantially responsive to the Bidding documents and who accepts L1 price, provided that such Bidder has been determined to be:

- a) Eligible in accordance with the provisions of Clause 2; and
- b) Qualified in accordance with the provisions of Clause 3.

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

19.1 Notwithstanding Clause No.18, the Employer reserves the right to accept, negotiate or reject

INSTRUCTIONS TO BIDDERS

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

21. Deleted

22. EMPLOYMENT OF LABOUR

22.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.

22.2 The bidder shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

23. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

24. e-PAYMENT

24.1 Successful bidder(s) will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

25. CHANGE IN THE CONSTITUTION OF CONTRACTING AGENCY

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

27. MISCELLANEOUS

27.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

27.2 Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous.

SECTION-III

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means the Coal India Limited, represented at Head Quarters of the Company by the HOD(CC&PR) or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.

ii) The word "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.

iii) The word "**Contractor/ Contractors**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

iv) "**Site**" means the land and places for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.

vii) "**Engineer-in-charge**" shall mean the officer nominated by the company who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge/Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge/Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.

viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

CONDITIONS OF CONTRACT

ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.

x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the execution of the works.

xi) Deleted.

xii) "**Contract amount**" shall mean:

Total sum arrived at based on the individual rate(s)/percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

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

xiv) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xv) "**Department**" means the CC&PR Division of Coal India Limited represented by the appropriate authority.

xvi) "**Act of insolvency**" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xvii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents and Miscellaneous Provisions:

The following documents shall constitute the contract documents:

- i) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- ii) Notice Inviting Tender and Instructions to Bidders.
- iii) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.
- iv) Frozen terms & conditions / technical parameters and revised offer, if any.
- v) Specifications/scope of Work, if any.

2.1 Deleted.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract

CONDITIONS OF CONTRACT

strictly adhere to this and maintain secrecy, as required of such documents.

2.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

2.4 Deleted.

2.5 Acceptance of Offer:

“Letter of Acceptance”- is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Conditions of Tender Document

3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

4.00 Security Deposit:

4.1. Security Deposit shall consist of;

- Performance Security to be submitted at award of work and

The security deposit shall bear no interest.

4.2 Performance Security should be 5% of the annualized estimated value of the work, which will be divided equally, among the successful Bidders on whom the order will be placed, and should be submitted within 21 days of issue of LOA by the successful bidder in any of the form given below:

- A Bank Guarantee in the form given in the bid document from any scheduled Bank. BG issued by outstation bank shall be operative at its local branch at Kolkata or its Branch of the respective Area
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of Coal India Ltd. on any Scheduled Bank payable at its Branch at the local Branch of the respective Area

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

CONDITIONS OF CONTRACT

If performance security is provided by the successful bidders in the form of bank guarantee-

(a) It shall be issued, at Bidder's option, either

(i) by Scheduled Bank or

(ii) by a foreign bank, located in India and acceptable to the employer.

and the Bank having a local operative branch at the place of business of the beneficiary in whose favour BG is furnished.

(b) It shall be issued as per the format in Annexure-II of the General Terms and conditions of the Contract and procedures as per the notes to the said format of bank guarantee.

(c) It shall be issued by the issuing bank on behalf of contractor in favour of Coal India Limited, ----- Area and it shall be in paper form as well as Structured Financial Messaging System (SFMS).

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

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled with debarring for 2 (Two) years from participating in tenders in CIL/ Subsidiaries of CIL.

4.3 Refund of Security Deposit:

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

Performance Security shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Officer-in-charge).

5. Deleted

6. Payments

- Payments will be made within 21 days, through online mode (e-payment). Payment of on account bill shall be made on user department certifying the sum to which the contractor(s) is considered entitled to be paid.
- Paying authority is GM (Finance), CIL
- Income tax deduction (excluding GST) from each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department
- Statutory deduction and any other deduction as applicable will be effected.
- No interest shall be payable on the amounts withheld as per terms of tender/contract document.

10. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the empanelment in full or in part, and whether the date of completion has or has not elapsed, by notice in writing if the contractor: -

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period

CONDITIONS OF CONTRACT

as specified in the notice

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

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

Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

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

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

10.2 Deleted

10.3 Suspension of Work:

Suspension of work – The Company shall have power to suspend the work either in full or in part. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary.

CONDITIONS OF CONTRACT

10.4 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site.
- b) to pay the contractor at the contract rates full amount for works executed to the date of such abandonment.
- c) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

10.4.01 The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

11. Deleted.

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

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

14. Deleted.

15. Deleted.

16. Deleted.

17. E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

18. In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

SECTION-IV

Special Terms and Conditions

1. It is mandatory for bidders to quote the rate for all items. Otherwise, bidders will not be able to submit.
2. No escalation will be applicable / paid at any point of time and not applicable even if the contract is extended.
3. After satisfactory completion of the work, the monthly bill in duplicate duly stamped and pre-receipted bill be submitted in first week of the subsequent month to the CIL.
4. The agency is requested to visit CIL campus and understand the nature /extent of the work completely before quoting his rate. In case of any difficulty, tenderer may contact Manager (PR) CIL for any clarification.
5. The CIL reserves the right to postpone the date of receipt and opening of tender or cancel the tenders without assigning any reason whatsoever.
6. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by such Photographers who resort to canvassing shall be liable for rejection.
7. The running on account payment to the party will normally be made once in a month.
8. In case of default on the part of the Photographer in carrying out such order, the competent authority shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the Photographer or may be deducted from any amount due or which may become due to the Photographer.
9. If the performance of the empanelled contractor unsatisfactory in cycle(s) as decided by user department, such contractor will not be given work in next cycle (item wise).
10. Scope of Work:
 - a) Photography work includes taking colour photographs with digital camera, on different occasions when asked for. We have many programmes /events which may be very sudden at different places and are required to be photographed simultaneously. As such, the requisitions for photography may be given within a very short notice. The photographer may be asked to submit photographs on WhatsApp during the event. As such, the digital camera should be compatible to sharing photographs on WhatsApp during the event.
 - b) Printing of Photos: The job includes developing and printing photographs as per size and handing over the same to CIL designated person within the schedule time as asked for. The number of photographs and the No. of copy will be stipulated by the CC&PR Department., CIL.
 - c) Videography to be done on different occasions.
 - d) CIL may also require live video projection at a very short notice. Set up for such requirement should be made available instantly.

- e) Production of a 1.30 minute to 2 minute audio-visual capsule of the events / topics / inputs given, including editing, sub-title / titling (matter over translucent bar) and inclusion of graphical element with input of audio & music, as and when required. The capsule must not exceed 500 MB in size and should be in compatible format playable on Facebook, Twitter, LinkedIn, Threads, and Instagram etc. & delivered the same day.

11. General

- Assignments has to be attended even within short notice of hours in case of local assignments.
- The delivery of Still Photography items (Photo prints with Lamination etc.) to be made within four (4) days and Videography items to be made within Seven (7) days from the day of the assignment, along with Receipt/Challan
- No payment shall be made for local conveyance separately.
- All items to be delivered to HoD (CC&PR), Coal Bhawan, Premise No:4, MAR, Plot AF-III, Action Area- 1A, New Town, Rajarhat, Kolkata – 700156
- For all events, soft copy of all photos and Videos should be mailed/uploaded to ~~this~~ CC&PR Dept. on the same day. Each photographer, on his own expense, will keep an external hard drive at CC&PR Department, CIL to upload all photo & video, after completion of assignment. The hard drive shall be treated as the property of CIL during and after completion of contract. Moreover, photographers will also have to keep repository of all their photo and video assignments in soft copies with them during and after 2 years of completion of the contract and they will have to submit the soft copy if sought by CIL during the said period.
- The photos and videos taken during the assignments shall be property of CIL and shall not be used by the party for any purpose without express permission of CIL.
- Payments will be made within 21 days through online mode.

12. **Quality Assurance Parameters:** - The quality assurance instructions issued by HOD(CC&PR), CIL from time to time should be followed.

SECTION: V

eTender Portal User Agreement

In order to create a user account and use the eTender portal you must read and accept this eTender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/its Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW :

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW:

Bidder Registration, Password and Security:

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrolment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a). immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when

required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrolment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the eTender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a). Incorrect use of the e-Tender System, or;
- (b). Internet Connectivity failures in respect of the equipment's used by the Users or by the Internet Service Providers, or;
- (c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement:

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this

acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the eTender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published :

You agree that the CIL/ Subsidiary companies reserves the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions For International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in

connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement:

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:

General Policy:

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically

collect and store only the following information:

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computers hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security:

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

eMail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these pre-defined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of eMail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

SECTION: VI

ANNEXURES

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

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work against Tender id No.(to be entered by TIA) 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.
09. **Bid Security Declaration:** If I/we withdraw or modify our bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or any other default as defined in the request for bids document, I/we will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.
10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc as per the tender document.

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

FORMAT OF "Letter of Bid" (for Works & Services Tenders)

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

To,
The Tender Inviting Authority
.....Coalfields Limited

Sub. : Letter of Bid for the work "-----" (to be filled by the department)

Ref. : 1. NIT No.: "-----" (to be filled by the department)

2. Tender Id No. : "-----" (to be filled by the department)

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 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(*To be filled up by Department*) Coalfields Ltd.

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(*To be filled up by Department*) Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to "cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" OR to act as specified in the NIT.

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

PROFORMA FOR UNDERTAKING

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

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

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

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 Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 16 and 16A of General Terms and Conditions pertaining to arbitration.

(Applicable in case of Partnership firm/Joint Venture)

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

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

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

***Delete whichever is not applicable.**

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

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

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

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

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder :

.....

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

E-mail Id

Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

Date :

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date :

Signature of the Authorised official from the Bank)