

कोल इण्डिया लिमिटेड
महारत्नकंपनी
(भारत सरकार का एक उपक्रम)
पर्यावरण विभाग
एक्शन एरिया -1A, न्यूटाउन,
कोलकाता- 700 156
ई-मेल: cgmenv.cil@coalindia.in
वेबसाइट: www.coalindia.in



Coal India Limited
A Maharatna Company
(A Govt.of India Enterprise)
Environment Division,
Action Area-1A, New Town, Kolkata -700156
E-MAIL: cgmenv.cil@coalindia.in
WEBSITE: www.coalindia.in
Phone No. 033- 2324 6638

E- TENDER NOTICE (NIT) / e-BID DOCUMENT

ई-निविदा सूचना / ई- बिड दस्तावेज

FOR

**“ASSURANCE OF BUSINESS RESPONSIBILITY AND SUSTAINABILITY REPORT
(BRSR) OF COAL INDIA LIMITED (CIL) FOR THE YEAR 2021-22” BY ELIGIBLE
AND INTERESTED EXTERNAL AGENCY.**

ई-निविदा सूचना / ई- बिड दस्तावेज

E- TENDER NOTICE (NIT) / e-BID DOCUMENT

Tender No. : CIL /GM (Evt.) / ABRSR / 2022-23 / 2147

Date: 28.07.2022

1. Coal India Limited, a Government of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Plot no. AF-III, Action Area 1A, New Town, Kolkata – 700 156, India invites online bids under two bid system through CIL’s portal (<http://coalindiatenders.gov.in>) from the eligible bidders as per eligibility criteria of NIT for “Assurance of Business Responsibility Report and Sustainability Report of Coal India Limited (CIL) for the year 2021-22”.
2. There will be no physical / manual sale of tender document.
3. The complete tender document shall be available on the website of Coal India Limited (www.coalindia.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL’s e-Procurement Portal (<http://coalindiatenders.nic.in>).
4. There is no tender fee and the bidders can download the tender document free of cost.
5. The offers have to be submitted online through the CIL’s e-procurement portal website <https://coalindiatenders.nic.in> , based on the Tender document, uploaded in websites mentioned above. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one-time activity only.

6. Details of tender

1	Tender No.	CIL / GM(Evt.)ABRSR / 2022-23 / 2147, Date: 28.07.2022
2	Type of Tender	Two Bid System, Single Cover
3	Estimated value of Tender	Rs.1,09,150.00 (Rupees One Lakh Nine Thousand One Hundred and Fifty) including 18% GST.
4	Earnest Money Deposit	Rs. 2183.00 (Inclusive of GST).
5	Cost of Tender/ Tender Fee	Nil
6	Description of services	“Assurance of Business Responsibility and Sustainability Report (BRSR) of Coal India Limited for the year 2021-22.”
7	Downloading of Tender Document:	
	(i) Start Date and Time	03.08.2022 from 04:00 PM
	(ii) Closing Date and Time	16.08.2022 up to 04:00 PM

8	Seek clarification	
	(i) Start Date and Time	03.08.2022 from 04:00 PM
	(ii) Closing Date and Time	10.08.2022 up to 04:00 PM
9	Online Submission of Offers:	
	(i) Start Date and Time	03.08.2022 from 04:00 PM
	(ii) Closing Date and Time	16.08.2022 up to 04:00 PM
10	Due date of Opening of Tenders	17.08.2022 at 11.00 AM

7. Interested eligible Bidders may obtain further information, if felt necessary, from the office of the purchaser as per address given below:

**General Manager (Environment),
Coal India Limited,
3rd Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 163,
India**
Phone: 033- 2324 6638
Email address: cgmenv.cil@coalindia.in

8. Eligibility Criteria

8.1 Following categories of bidders are eligible for participation in this e-tender:

- a. The bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Proprietorship Firms, Partnership Firms, Government owned Enterprises who are registered/ incorporated in India and engaged in the Business of providing management consultancy services.

Note : Consortiums / Joint Ventures are not eligible to participate in the tender.

8.2 In either of the above mentioned cases, the bidder has to meet the Minimum Qualifying Requirements (MQRs).

8.3 MQRs to be fulfilled by the bidders are given in the Table I below. ‘Performance variable’, broadly, defines the credential of the bidder being sought; ‘Minimum Qualification Requirement’ indicates specific parameter which must be complied by the bidder, and ‘Documents to be provided by the bidder’ indicates list of documents which must be uploaded by the bidder in the respective folder.

8.4 Compliance of MQR criteria qualifies the bidder for next level of evaluation. It, however, does not qualify the bidder for the award of contract, which will be given after due evaluation as per Clause 4 of Annexure-3 “Other Terms and Conditions.

8.5 Each bidder shall submit only one bid, either individually. Submission of or participation in more than one bid by a bidder shall result in rejection of all the bids in which such bidder has participated.

8.6 Bidders will need to follow the conditions given in clause 9 of this NIT while responding to the MQR.

Table 1: Table showing the Minimum Qualification Requirement (MQR)

Sl. No	Minimum Requirement	Documents to be provided by the Bidder
1	The Bidder must have successfully assured at least 01 Sustainability Report/Integrated Report for any PSU or Government Ministry, Department as per GRI G3 / 3.1 / G4 guidelines / GRI Standards / AA1000AS / ISAE3000 standards/International IR framework during the period of Seven (7) years from the last date of the month preceding the month in which this NIT is published.	Copy of work order and successful completion certificate OR any other document from customer providing desired details about completion of the work with details.
2	The bidder should have minimum of five (5) employees under the consultant, specialized and experienced in preparation of Report on Sl. No. (1).	List of employees along with their qualification and experience duly Certified by HR head or competent authority of the bidder along with their detailed CV (A certificate from Head HR shall be attached on his letter head duly signed and sealed with date).
3	The bidder should have valid PAN and GSTIN number	PAN & GSTIN details is to be given in CPS (Commercial Parameter Sheet).
4	Banning declaration	Declaration that the bidder has not been banned or delisted or debarred or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India, is to be given in CPS (Commercial Parameter Sheet).
5	The bidder should be one of the following: Proprietorship/ Partnership/ Public limited/ Private limited company or Government owned Enterprises in India.	Any one of the following documents as applicable: <ol style="list-style-type: none"> 1. Affidavit or any other document to prove Proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

- 9.** Bidders will need to follow the conditions given below regarding documents / certificates being submitted for supporting MQR and Technical Evaluation requirements.
- a. All executed work quoted by the bidder against response to this document, should have been successfully completed during the period of Seven (7) years from the last date of the month preceding the month in which this NIT is published.
 - b. The executed work by the bidder shall be qualified as a completed project only if, at least, the final report of the work is submitted to the Agency. Date of report submission or final completion, will be treated as date of the project for calculating the period of seven (7) years.

- c. Number of employees mentioned in above evaluation criteria corresponds to number of permanent employees on rolls and number of outsourced employees in the organization as on the date of the NIT.

Besides the above, CIL may ask for additional supporting documents to verify the submitted documents, as it deems fit, to establish the veracity of submitted credentials.

10. Bids will be opened online at the scheduled time on the due date of opening as mentioned above.
11. In case, 03 (three) bids are not received within originally stipulated time, the due date of tender shall be automatically extended by the system for 04 days. However, no separate paper publication of such auto extension shall be issued.
However, in case even after granting one extension, if less than 03(three) bids are received, tender shall be considered for opening.
In case no offers are received, tender will be cancelled with competent approval.
12. In the event of the scheduled due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
13. The tender document consists of the following Annexures

Sl.No.	Annexures No.	Contents
1.	Annexure-1	Instructions to Bidders
2	Annexure-2	Scope of Work & Time of Completion
3	Annexure-3	Other Terms & Conditions
4	Annexure-4	Letter of Bid (LoB) Format
5	Annexure-5	Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid
6	Annexure-6	Details of the Bidder
8	Annexure-7	Format For Bank Guarantee For Security/ Performance Guarantee Deposit

Note: - The bidder is required to furnish the details as given in **Annexure –6** as part of its offer. If no information is applicable against any serial number, please mention "Not Applicable".
This document is to be uploaded in folder named "COMMERCIAL DOCS".

INSTRUCTION TO BIDDERS (ITB)

1. Requirements for participation in e-tenders

In order to submit the online offer on CIL's e-Procurement portal <https://coalindiatenders.nic.in>, the bidders should meet the following requirements:

- a. PC connected with Internet (For details, visit link "Resources Required" on home page of CIL's e-Procurement portal www.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 website. CIL shall not be liable to the bidders under any circumstances for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b. Online Enrollment / Registration with CIL's e-Procurement portal (www.coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC) - The online enrollment/registration of the bidders on the portal is 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. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c. Class II or Class III Digital Signature Certificate (DSC) - Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced up to the chain of trust to the Root Certificate of CCA.

2. Help for participating in e-Tender

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 1800 3070 2232. All queries will be answered in English / Hindi only.

3. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. The bidders are advised to see the same websites for corrigendum if any, from where the original tender document has been downloaded.
4. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
5. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
6. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.
7. **Communication:** All communication sent by CIL as well as the e-procurement service provider by post/fax/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.
8. All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by CIL as well as e-procurement portal. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative at Instruction to Bidders for communications through e- mails / SMS alerts (if any).
9. 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 last date and time of bid submission.

10. No modification of the bid or any form of communication with CIL or submission of any additional documents, not specifically asked for by CIL, will be allowed and even if submitted, they will not be considered by the purchaser after opening of the bid.
11. In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CIL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by CIL.
12. **Earnest Money Deposit (EMD):** The bidders are required to deposit Earnest Money (EMD) Rs. 2,183.00 (Inclusive of GST) online within the due date and time for submission of online offer, failing which the online offer will not be considered. For details, please refer to **Clause -2 of Annexure-2**, Other Terms & Conditions of the NIT.

If State/Central Government Organisations/PSUs, valid NSIC registered firms, valid Ancillary Units of the Purchaser and Micro and Small Enterprises [MSEs] firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD, they may be considered for exemption from submission of EMD provided they upload notarized scanned copy of such registration certificate in the requisite file uploading option available within the due date for submission of online documents.(for details refer **Clause -2 of Annexure-2**).

13. The offers are to be submitted on line through CIL's e-procurement portal, <https://coalindiatenders.nic.in>, in Single Cover containing 'Techno-Commercial Bid' and 'Price-Bid'.
14. The Part-I 'Techno-Commercial Bid', contains the summarized Technical Specifications/ Eligibility Criteria and other techno-commercial terms & conditions in Excel format which will be available on CIL's e-procurement portal. The Bidder is required to put values under the column "BIDDER'S VALUE" in TPS (Technical Parameter Sheet) and CPS (Commercial Parameter Sheet) available at e-procurement service provider portal. 'Techno-Commercial Bid should not contain the price. The "TPS" contains a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him. For this the bidder is required to upload as below:

Letter of Bid (LOB) - The format of Letter of Bid (LOB) as given at **Annexure-4** will be downloaded by the bidder and will be printed on Bidder's letter head and duly 'Signed by a person competent and having the "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Power of Attorney" are to be uploaded during bid submission in Part-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection. **Above documents are to be uploaded in folder named "LOB DOCS" provided in the e procurement portal.**

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of person signing the LOB as the same person is DSC holder and himself is bidding online on CIL's e-Procurement Portal. In case the person who has signed LOB is not

bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (**as per Annexure-5**) by the person signing the LOB in favour of person bidding online is required to be uploaded. **This document is to be uploaded in folder named “LOB DOCS”.**

15. The Part-II, Price bid/ Bill of Quantity (BOQ) should contain the price duly filled in the excel sheet provided for this purpose. The Part-II, Price bid, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on CIL's e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission.
16. **Submission of Forged / Tempered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement uploaded with online bid against the tender, CIL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents duly signed and stamped without any verification with the original. However, CIL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to CIL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CIL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CIL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD / Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.
17. Apart from copies of supporting documents like performance report, Order copies, Certificate of CA etc, no additional document containing response to the terms of the NIT should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet shall be ignored.
18. In case the Tenderers submit self-attested and stamped copies of registration certificate of DGS&D / NSIC, License from BIS and approval certificate issued by DGS&D / other Independent Statutory Bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public which shall be accepted as an authentic document.
19. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer will be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection.
20. Information/documents are to be furnished serial wise of the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
21. CIL reserves its right to physically and by any other method (as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of Business of the tenderer.

22. On the scheduled date & time of tender opening and upon opening of the tender by the bid opening team, System will automatically evaluate particulars as contained in TPS.
23. Upon opening of the bids, TPS, CPS, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices is generated by the system.
24. Supportive documents of L-1 bidder only shall be downloaded for evaluation by the Tender Inviting Authority (TIA).
25. After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 1 chances shall be given for a period of 7 days (7x24 hours).
26. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and short fall documents if any, the case shall be considered by the tender committee. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.
27. The following penalties shall be imposed on the defaulting bidders:

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter	1) 100% of EMD is forfeited. 2) The bidder will be debarred for 1 (One) year from participating in tenders in CIL.

- The zone of applicability of penal provisions shall be restricted to CIL.
- The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

28. **Procurement from Micro and Small Enterprises (MSEs)**

- (b) The MSE (i.e. the lowest service charge quoted MSE) participating in the tender and quoting service charge within price band of L1+15% will be awarded the work, subject to the bidder matching their quoted service charge to L1 price in a situation where L1 price is from someone other than a MSEs and subject to other terms of tender document.
- (c) In case the lowest service charge quoted MSE is rejected due to non-compliance of confirmatory documents then the next lowest service charge quoted MSE within price band of L1+15% will be awarded the work, subject to the bidder matching their quoted service charge to L1 price and subject to other terms of tender document. This process shall be repeated till the work is either awarded to MSE bidder or all the MSE bidders are exhausted.
- (d) 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.

- (e) 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.
29. CIL reserves the right to shorten/extend the period for completion of work while concluding the contract. CIL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.
30. If the lowest price received is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
31. Purchase Preference: In case, for purchase preference as per Govt. policy, as may be notified time to time to any category of bidders, and if any of the short listed bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L-1 prices, if their final prices fall within the permitted percentage.
32. JURISDICTION OF COURTS: All contracts will be in accordance with the prevalent Indian Laws and all disputes will be subject to the Jurisdiction of Calcutta High Court only.
33. Notwithstanding anything said above, Coal India Ltd. reserves the right to follow any guideline or instruction received from the Government or any statutory bodies received from time to time.

For and On behalf of Coal India Ltd.,

**General Manager (Env)
Coal India Ltd., Kolkata**

1.0 “ Scope of Work & Time Limit ” is outlined as below:

I. Objective:

To verify the data and information and to issue an “Assurance Statement on Business Responsibility Report & Sustainability Report (BRSR) for Coal India limited (CIL) , for the year 2021-22”.

II. The Assurance provider/ external agency is required to carry out the following activities:

Providing verification and an assurance of the data and information mentioned in Business Responsibility and Sustainability Report aforesaid and to issue an “Assurance Statement on Business Responsibility & Sustainability Report for Coal India Limited (CIL), for the year 2021-22” which would be a composite report of CIL’s eight fully owned subsidiary companies located in different parts of India and would be made available to external agency for assurance of the same.

III. Scope of Work

The detail elements of work will include:

- (i) Interaction with senior management officials of CIL to realize their sustainability vision;
- (ii) An assessment of the methods used for data collection and reporting for the selected business responsibility and sustainability performance indicators;
- (iii) Testing of such systems, including related internal controls;
- (iv) Select interviews with staff responsible for data collection, collation and reporting;
- (v) Testing, on a sample basis, of evidence supporting the data;
- (vi) Assessment of the consistency between the data for the selected business responsibility and sustainability performance indicators and the related written comments in the narrative of the Report; and
- (vii) Completion of an assurance statement for inclusion in the report, which will reflect the verification findings and conclusion. Gap assessment as per GRI standards, highlights of findings during verification process of data and information, draft of aforesaid assurance statement, signed assurance statement as per GRI standards compliance etc.

IV. Time of completion: Four weeks (04 weeks) from the date of issue of work order.

For and On behalf of Coal India Ltd.,

ANNEXURE-3

Other Terms & Conditions

1. VALIDITY:

The offer must remain valid for a period of 120 days from the date of opening of the Tender.

2. EARNEST MONEY DEPOSIT:

- a) The value of the Earnest Money (EMD) to be deposited by the tenderer shall be Rs. 2,183.00 (Inclusive of GST). It is desirable that the amount of EMD should be paid at least 2 days before the due date and time for submission of online offer, failing which the freezing of online bid may not be successful.
- b) The requisite EMD amount need to be submitted online ONLY through e-procurement portal by “Net Banking”/ or through NEFT by generating challan from e-procurement portal.
- c) In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. CIL e-Tendering portal facilitates online transaction for all major banks. In case of ‘NEFT’ EMD may be deposited through the challan generated by the system to the designated Bank A/C.
- d) The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.
- e) Freezing of Bid can be done only after completion of EMD submission process.
- f) If the net payment credited to CIL bank account, is found to be less than the stipulated EMD amount of the NIT, the Bid will not be accepted.
- g) Physical mode of payment i.e. Banker cheques or Demand drafts is not acceptable.
- h) The EMD of unsuccessful bidders will be refunded through e- payment, immediately after the bidder is declared unsuccessful. The bidders have to upload their Bank details / Mandate Form for e- payment.
- i) EMD shall be forfeited if any bidder withdraws their offer before finalization of the tender or withdraws the offer after submission of the offer at any point of time after opening of tender. For successful bidders, EMD shall be refunded after receipt and acceptance of ‘Security Deposit’.
- j) Earnest Money will not fetch any interest
- k) **Exemption from submission of EMD:**

State/Central Government Organisations / PSUs, valid NSIC registered firms, valid Ancillary Units of the Purchaser and Micro and Small Enterprises [MSEs] are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by

selecting “yes” option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State/Central Government Organizations/ PSUs	Self- declaration
2	NSIC registered Firms	Valid and Complete NSIC Registration certificate attested by Notary Public
3	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate attested by Notary Public
4	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of any of the following documents:- Registration certificate issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or Udyog Aadhaar Memorandum issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-II) signed by DIC.

Note: The offers submitted shall be considered valid only when EMD amount is received in CIL Account before the last date and time of submission of bid, otherwise the tender shall be treated as non-responsive, unless the bidder is exempted from submission of EMD.

3. Prices:

- i) The prices quoted shall remain FIRM till completion of the contract.
- ii) Prices should be submitted online in the BOQ as per clause 15 of Annexure-1 (ITB).
- iii) Landed price will be computed by adding applicable GST.

A. Goods & Services Tax (GST):

- a) GST will be paid extra as per prevailing rules on the total charges. The legally applicable GST should be clearly mentioned in the BOQ (Part-II). If no mention is made about GST, it will be presumed to be NIL and no claim for that will be entertained in future.
- b) The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.
- c) The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

- d) Composition Scheme: Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding.
- e) GST registration No. shall have to be indicated in the CPS unless exempted.
- f) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of Coal India Limited. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.
- g) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the CIL could be able to avail Input tax credit (ITC) of such CGST, GST, IGST, GST (Compensation to State) Cess reflected in the invoice.
- h) If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to CIL 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 by the CIL from the current bills or any other dues of the supplier.
- i) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of the CIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- j) In the event of any additional tax liability accruing on the supplier due to classification issue or for any other reason, the liability of CIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- k) In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
- l) GST shall also be levied on penalties, if applicable.

B. Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence.

NOTE:

- (i) Rate of GST to be indicated in the BOQ / Price bid.
- (ii) Percentage/Specified amount of Taxes and duties, legally leviable shall be clearly mentioned otherwise offer is liable for rejection.
- (iii) Conditional Discount/Quantity Discount/Cash Discount will not be considered for tender evaluation purpose.

- (iv) In case any new Tax becomes payable additionally or replacing any of the existing Taxes and Duties, it shall be admissible during the contractual delivery period based on the documentary evidence.

4. Evaluation of bids:

Tender Evaluation:

- a. After opening of bid, the documents submitted by L-1 bidder (after considering the MSE and Purchase Preference clause of NIT) in Part I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder 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 eligible for award of Contract.
- b. 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 L-1 bidder 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 L-1 bidder. The L-1 bidder will get this information on his 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 L-1 bidder 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 L-1 Bidder.
- c. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- d. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- e. In case the L-1 bidder fails to submit requisite documents online as per 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 his bid shall be rejected and penalty would imposed as per Penalty Clause 27 (ITB-Annexure-1).
- f. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled.
- g. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. a to e above.

- h. The process as mentioned at Clause g shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- i. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.

5. **Work Order:** On acceptance of the tender, a formal work order will be issued.

6. **SECURITY/ PERFORMANCE GUARANTEE DEPOSIT:**

- a. The successful tenderer will be required to deposit as Security Money/ Performance Guarantee deposit within 30 days of issuance of work order, equivalent to 3% of the total value of the order including all payable taxes and duties without having any ceiling in the form of Bank Draft/Bank Guarantee valid till 3 months from the date of completion of contract towards successful performance of the contract.
- b. Performance Guarantee deposit shall be refunded within 30 days of successful completion & Acceptance of “Assurance of Sustainability Report of CIL for the year 2020-21”.
- c. The Security Deposit/ Performance Guarantee deposit if submitted in the form of Bank Guarantee shall be issued by a scheduled Bank on SFMS platform and shall be irrevocable and unconditional and CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and CIL pending before the court, tribunal, arbitrator or any other authority. The issuing bank will have to send the BG details through SFMS to our bank, the details of which are as below:

Name of Bank : ICICI Bank
Branch name : Rasoi Court
IFSC Code : ICIC0000006
Account No. : 000651000038
Customer ID : 066312

The Bank Guarantee shall remain valid till successful completion & acceptance of Assurance of Sustainability Report. The format for Security Deposit Bank Guarantee is enclosed as **Annexure-7**.

- d. Security Money will not fetch any interest.

7. **Mode of payment:**

The payment shall be made within 21 days from the date of successful completion of the Job and on issuance of completion certificate from the accepting authority.

The payments will be made through Electronic System by the Paying Authority as per the details filled in in CPS. The bidder shall ensure uploading of scanned copies of cancelled cheque(s) in “COMMERCIAL DOCS”.

8. Submission of documents for payment:

The following documents need to be submitted to the paying authority for payment:

1. Tax Invoice
2. Job completion certificate issued by GM (Env), CIL, Kolkata
3. The following Lowest Price Certificate :-
“We certify that prices for the items supplied are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price”.
4. The following Price Fall Certificate :-
“We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract”.
5. Any other document indicated in the work order

9. Accepting Authority:

GM (Environment) / HOD, Coal India Ltd., Premises No. 04, Plot no. AF-III, Action Area 1A, New Town, Kolkata – 700 163.

10. Paying Authority

GM (Finance), Coal India Ltd., Premises No. 04, Plot no. AF-III, Action Area 1A, New Town, Kolkata – 700 163.

11. Liquidated Damages (“LD”) for delay in Service:

In the event of failure to complete work within the stipulated date / period in accordance with the terms and conditions and the specifications mentioned in the work order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Coal India Limited shall have the right:

- (a) To recover from the successful bidder, a sum not less than 0.5% (Half Percent) of the contract price for each week or part of a week, limited to 10% (Ten Percent) of the total contract value, or
- (b) To take service from elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting service provider, without cancelling the work order, or
- (c) To cancel the work order or a portion thereof, and if so desired to take the service at the risk and cost of the defaulting service provider and also,

- (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- (e) To forfeit the security/performance deposit fully or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the service provider, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The service provider shall not be entitled to any gain on any such purchase.
- (g) Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

12. BANNED OF DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS DECLARATION:

The bidder will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs in India. If a bidder has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU in India, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive. The declaration format is built in the CPS which shall be filled in by the bidder suitably.

13. The bidder shall confirm in the Part-1 TPS (Technical Parameter Sheet), that they accept all the Terms and Conditions of the NIT Unconditionally.

14. Force Majeure:

If the execution of the contract is delayed beyond the period stipulated in the contract as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then CIL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

15. Termination of Contract:

- a) Either party can terminate the agreement with three months' notice in writing for non-performance of any of the articles of this agreement by the other party or for any other reasons.
- b) In the event of termination of agreement for any reasons, or in the event the successful bidder is discharged of its obligations as per the provisions of the agreement, no sum other than the amounts outstanding towards balance committed period (i.e. three months from the

date of termination notice served provided service was rendered) under this agreement shall be payable by the Customer.

16. Firm Price

Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.

17. Limitation of Liabilities:

- (i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this order, loss of goodwill or profits, lost business however characterized, any/ or from any other remote cause whatsoever.
- (ii) The service provider shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this order.
- (i) However, the limitation of liability shall not be applicable for any breach of statutory loss, third party intellectual property infringement or for any breach of confidentiality terms. It will also not be applicable in cases of criminal negligence or willful misconduct.

18. The settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprises (s) and Govt. (s) Deptt.(s) will be guided by the procedure and guidelines issued by Department of Public Enterprises vide circular reference No. F. NO. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

19. Settlement of Disputes

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

The contractor should make request in writing to the General Manager (Environment)/HoD-CIL for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Public Sector Enterprises inter se and Public Sector Enterprises (s) and Govt. (s) Deptt.(s) shall be redressed as per clause 18 above.

In case of parties other than above, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015) as detailed in clause 20 appended as below :

20. SETTLEMENT OF DISPUTES THROUGH ARBITRATION

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall,

however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 19 above.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

(a) In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties.

(b) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(c) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of India.

20. The bidder shall submit the following certificates:

a) Lowest Price Certificate (declaration format is built in the CPS)

“We certify that prices for the items supplied are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price”

The declaration format is built in the CPS which shall be filled in by the bidder suitably.

b) Price Fall Certificate (declaration format is built in the CPS)

“We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India

Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract”.

The declaration format is built in the CPS which shall be filled in by the bidder suitably.

21. Special provisions regarding eligibility of bidders from the countries sharing land border with India (these are as per extant guidelines vide Order (Public Procurement No. 1) no. F.No.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) no. F.No.6/18/2019-PPD dated 23.07.2020 and F.18/37/2020- PPD dated 08.02.2021 of Department of Expenditure, Ministry of Finance, GoI; in case of any change prior to 15 days from the tender publishing date, the same will be applicable):

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority i.e. Registration Committee constituted by DPIIT, Ministry of Commerce and Industry, GoI.
- ii. “Bidder” (including the term ‘tender’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of the above Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporates, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such a country; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who explanation
 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appointment majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one more juridical person, has ownership of or entitlement to more than fifteen percent of property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealing with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- vii. The above provisions will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Uploaded lists of countries to which lines of credit have been extended or in which development projects are undertaken, are available on the website of the Ministry of External Affairs.
- viii. Vide OM dated 08.02.2021, it has been clarified by the Government of India that:
- a. A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares 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.
- ix. All the bidders are required to submit the following certificates in the CPS:
- a) “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is attached, if applicable in LOB Docs]”.
 - b) “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting / assignment to contractors from such countries; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract/assign any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is be attached, if applicable in LOB Docs]”.

22. DOCUMENTS TO BE UPLOADED ALONGWITH PART-I

The bidder will upload the scanned copy of self-certified and attested by notary public, if required of all the specified documents in support of the information/declarations furnished by them on-line along with their online offer.

A. Eligibility Criteria: Documents as per Table 1 Minimum Qualification Requirement (MQR) in clause 8 of NIT and to be uploaded in folder named 'MQR DOC'.

B. Other documents to be attached with online offer:

The bidder shall upload the scanned copies of the following documents in PDF form, duly filled- in, signed and notarized, if required, along with their online offer:

Sl.No.	Document	Folder in which documents could be uploaded
1	Annexure-4 Letter of Bid (LoB) Format	LOB DOCs
2	Annexure-5 Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid	LOB.DOCs
3	Annexure-6 Details of the Bidder	COMMERCIAL DOCs
4	Other Documents/Certificates/Declarations as asked for in various clauses of tender document.	COMMERCIAL DOCs

On behalf of Coal India Ltd.,

**General Manager (Env)
Coal India Ltd., Kolkata**

Letter of Bid (LOB)

To,
The General Manager (Environment)
Coal India Limited,
3rd Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 163,
India

Dear Sirs,

Sub: Tender No. ----- dated -----.

1. Having examined the Bid Documents including Addenda / Corrigenda, if any (insert numbers), we, the undersigned.....Partner / Legal Attorney / Proprietor/Accredited Representative of M/s offer to supply and deliver (description of Goods) vide our offer No.....datedin conformity with the said Bid Documents.
2. I/We confirm to accept all terms and conditions contained in the tender document unconditionally. We also confirm that there is no deviation in our offer.
3. I/We agree to abide by this bid for a period of 120 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. I/We confirm that until a formal order is executed or Supply Order is issued, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. I/We understand that you are not bound to accept the lowest or any bid you may receive.
6. I/We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. I/We confirm that all information/ documents / credentials submitted along with the offer are genuine, authentic, true, valid and complete in every respect.
8. I/We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Dated this _____ day of _____ 2022_

Signature_____

Name _____

Designation _____

Duly Authorised to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person

competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder along with the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.

2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India.
3. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-5) by the person signing the LOB in favour of person bidding online is required to be uploaded.

Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid

(On NON JUDICIAL STAMP PAPER)

I / We do hereby authorise Ms / Mr /.....

Address for online bidding on behalf of us for the e-tenders invited by CIL on www.coalindiatenders.gov.in.

Name, Signature & Seal of the person who has signed Letter of Bid and is Authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

Details of Bidder

Sl.	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of Bidder	
3	Registered office address of the Bidder	
4	Phone /fax/email id of registered office	
5	Contact person name & designation	
6	Phone /Cell no/email id of contact person	
7	Nature of company (PSU/Joint venture/Private)	
8	Ownership details of the bidder's firm (Proprietorship / Partnership/ Joint stock co/others)	
9	Name and address of the owners/Board of directors	
10	Name and address of banker	
11	Bank account number	
12	IFSC code	
13	PAN of company	
14	GST No	

NOTE: The bidder is required to furnish the details as above duly signed and stamped on their letterhead as part of its offer. If no information is applicable against any serial number, please mention – Not Applicable.

The scanned copy of the above details should be uploaded in the Folder named “COMMERCIAL DOCS” provided in the e procurement portal.

Format for Performance Bank Guarantee

..... (Name & address of the Purchaser)
..... Company)

Re: Bank Guarantee in respect of Agreement dated Day of.....2022
between.....(Name of Purchaser Company) and.....
(Name of Supplier Company)

M/sa company / Firm having its office at
No.hereinafter called the Contractor has entered into
the said agreement dated..... (Herein after called ‘the said agreement’)
with..... (Name of the successful bidder) hereinafter called (the
company) for *Assurance of Sustainability Report* for CIL for the year 2021-22 amounting to Rs.
.....on the terms and conditions contained in the said agreement.

It has been agreed that(.....percent) payment of the
value for ***Assurance of Business Responsibility & Sustainability Report for CIL for the year 2021-22*** will be made to the successful bidder in terms of the said agreement on successful bidder
furnishing to the company a bank guarantee for the sum of Rs. as security for due repayment of
the said sum in terms of the said agreement, and also interest as there in provided.

The.....(Name of the Bank) having its office at..... has at the
request of the Contractor agreed to give the guarantee as herein after contained.

We.....(Name of the Bank)(hereinafter called' the Bank) do hereby
unconditionally agree with the Company that if the Contractor shall in any way fail to observe or
perform the terms and conditions of the said agreement regarding repayment of the said sum of Rs
.....or any of them including the term for payment of interest for delay in deliveries
or shall commit any breach of its obligations there under, the Bank shall on demand and without any
objection or demur pay to the Company the said sum of Rs.....or such portion as shall
then remain unpaid with interest without requiring the company to have recourse to any legal remedy
that may be available to it to compel the Bank to pay the same, or calling on the company to compel
such payment by the contractor.

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

We, the Bank further agree that the guarantee shall come into force from the date hereof and shall
remain in full force and effect till the period that will be taken for the performance of the said
agreement which is likely to be the.....day of..... but if the period of
agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement
between the contractor and the Company the Bank shall renew the period of the guarantee failing
which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the

said sum of Rs as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the..... day ofand unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....day of2022.....

Place.....

Signature of the authorised person

For and on behalf of the Bank.