



Ref.No. CIL/GM (F)/2021-22/Actuary/01 dated 11/6/2021

e-TENDER NOTICE

Notice Inviting Tender (through e-PROCUREMENT Channel)
for Engagement of eligible Actuary or Company/Firm of Actuary(ies).

Invitation for Bids (IFB)

1. Coal India Limited, a Government of India Undertaking with its registered office at, **Coal India Limited, A Maharatna Company, (A Govt.of India Enterprise)**, Coal Bhawan, Action Area-1A, New Town, Kolkata - 700156 India, invites online bids through e-tender through CIL's portal (<http://coalindiaticenders.nic.in>) is Open for eligible bidders from India for Selection and Appointment of Actuary (or Company/Firm of Actuary(ies)) for eight subsidiary companies of Coal India Limited as mentioned below, and CIL Standalone including two Regional Sales Offices (RSO) in Chennai and Mumbai, North Eastern Coalfields (NEC), Delhi office and CIL HQ separately and combined one.

Subsidiaries of CIL:

- i) Eastern Coalfields Limited (ECL)
 - ii) Bharat Coking Coal Limited (BCCL)
 - iii) Central Coalfields Limited (CCL)
 - iv) Northern Coalfields Limited (NCL)
 - v) Western Coalfields Limited (WCL)
 - vi) South Eastern Coalfields Limited (SECL)
 - vii) Mahanadi Coalfields Limited (MCL)
 - viii) Central Mine Planning & Design Institute Limited (CMPDIL)
2. The complete tender document shall be available in the CIL's e-procurement portal <https://coalindiaticenders.nic.in> for downloading and submission of offer. The complete tender document shall also be available on Coal India's website www.coalindia.in and Central Public Procurement portal (<http://eprocure.gov.in>) for downloading only.
3. There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.
4. Details of tender:-

1	Tender No.	CIL/GM (F)/2021-22/Actuary/01 dated 11.06.2021
2	Type of Tender	Open Domestic Tender
3	Estimated Value of Work for 3 Years	Rs.45,31,200.00 (including GST)

4	Earnest Money Deposit	NIL. Bid Security Declaration to be given in Letter of Bid.
5	Subject of Tender	Appointment of Actuary
6	e-Publishing date of Tender	11.06.2021 AT 18:00 HOURS (IST)
7	Downloading of Tender Document	
	(i) Starts on	12.06.2021 AT 11:00 HOURS (IST)
	(ii) Closes on	28.06.2021 UPTO 11:00 HOURS (IST)
8	Seeking Clarification by the bidder	
	(i) Starts on	12.06.2021 AT 11:00 HOURS (IST)
	(ii) Closes on	21.06.2021 UPTO 11:00 HOURS (IST)
8	Online Submission of Offers	
	(i) Start Date and Time	12.06.2021 AT 11:00 HOURS (IST)
	(ii) Last Date and Time	28.06.2021 UPTO 11:00 HOURS (IST)
9	Due date of Opening of Tenders	29.06.2021 AT 11:00 HOURS (IST)

5. The offers have to be submitted online through the CIL's e-procurement portal <https://coalindiatenders.nic.in>. The tenderer have to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrolment is free of cost and one time activity only.
6. There is no provision to take out the list of parties who have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before the last date of submission of offer/due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the bidder. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
7. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bandh etc. The Service Receiver shall not be responsible, if bids could not be uploaded due to such local problems at the bidder's end.
8. The interested bidders may obtain further information from the office of the Service Receiver as per address given below:

General Manager (F)-Cost & Budget
 Coal India Limited, Coal Bhawan
 Premises No. 04, Plot No. AF-III, Action Area 1A,
 New Town, Rajarhat, Kolkata -700 156
 West Bengal,
 Phone: 033-71104558-59, +919433031087
 Email address: rshome.cil@coalindia.in

Instructions To Bidders (ITB)

1. Requirements for participation in e-tender:

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. It will be the bidder's responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, the Service Receiver shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Online Enrolment with CIL's e-Procurement portal <https://coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) - The online enrolment 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 its duly authorised person having DSC indicating name of firm as that of bidder. It shall be the responsibility of the bidder 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) issued by a Certifying Authority authorised by Controller of Certifying Authority (CCA) and which can be traced upto 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 the numbers available on CIL's e-Procurement portal. All queries will be answered in English / Hindi only.

3. Communication:

All communication sent by the Service Receiver as well as the e-procurement portal by post/fax/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, corporate e-mail id and mobile number.

4. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and online submission of bid and the Service Receiver will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Clarification of Bid Documents:

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. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to 7 (seven) days before the end date of bid submission. The replies to clarifications sought by bidders will be given by the department at least 2 (two) days before the end date of bid submission.

6. **Due date of opening of Bid:** Bids will be opened online at the scheduled time on the due date of opening as mentioned in IFB. In the event of the scheduled due date of opening of bids being declared as a closed holiday for Service Receiver's office or due to Force Majeure reasons, the due date for opening of bids will be the next working day at the scheduled time.

7. **Extension of due date of tender:**

CIL reserves the right to extend the due date of tender as deemed fit on case to case basis by issue of corrigendum through portal. Further, if at least 3 bids are not received within originally stipulated due date, the due date shall be extended by 4 (four) days by the portal automatically. If, even after granting the extension for 4 days, less than 3 bids are received, the tender shall be opened without further extension. Separate paper publication of corrigendum for extending the due date shall not be made. In case no offer is received after granting the extension, the tender will be cancelled.

8. **Language:** The language of the bid shall be English. All documents enclosed should also be in English language. In case the original document is in a different language, self-attested English translation with signature and stamp of the authorised signatory of the bidder who has signed the LOB, shall be furnished.

9. **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 "Authority" /"Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Authority" /"Power of Attorney" are to be uploaded during bid submission. 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. These 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 with his DSC mapped in the name of bidder. 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. This document is to be uploaded in folder named "LOB Docs".

10. **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 submitted with online bid against the tender, Service Receiver, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, Service Receiver 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 Service Receiver 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 the Service Receiver reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in the Service Receiver's organization. The penal action may include termination of contract / forfeiture of all dues / banning of the firm along with all partners of the firm. Further, suitable action may be taken for claiming damages from the bidder.

11. Methodology for online Submission of Bids

11.1 The offers are to be submitted online through CIL's e-procurement portal.

11.2 Techno Commercial Bid: The offer shall contain bidder's response to the techno-commercial terms and conditions of the tender document, duly filled in the Excel sheets provided in e-procurement portal.

Folders have been created for uploading of Techno-commercial documents in e-procurement portal in line with the specific clauses of the NIT, i.e., "LOB DOCS", "Certificate of Incorporation / Registration of the bidder", "Experience", "No of Client", "Qualified Person", and "Other Docs".

11.3 Price Bid and Technical Parameter Sheet (TPS) - The Price-Bid containing the Bill of Quantity (BOQ) and Technical Parameter Sheet (TPS) containing the summarized Technical Specifications Parameters and other techno-commercial term in Excel format (password protected) will be available on e-procurement portal. This will be downloaded by the bidder who will quote prices, taxes and Technical Specifications etc in the electronic template provided for the purpose. Thereafter, the bidder will upload the same Excel file during bid submission. The Price-bid of the bidder will have no condition. The Price Bid and Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

11.4 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.

12. Other information regarding BOQ / price bid: Applicable rate of GST in terms of percentage is to be entered in the relevant field. The calculation shall remain protected and the bidder cannot enter any data in those fields. The BOQ is designed taking into consideration Input Tax Credit, as applicable.

13. The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.

14. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.

15. Scanned copy (PDF) of supporting documents duly signed and stamped should be uploaded in the Folder provided for this purpose. However, CIL reserves the right to verify such documents with the original, if necessary. Bidder has to submit the originals to CIL on demand.

16. CIL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.

17. CIL reserves the right to shorten/extend the period 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.

18. All notices to the bidders shall be sent by e-mail only during the process of finalisation 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 authorised representative for communications through e- mails / SMS alerts (if any).

19. **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. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. No bid can be withdrawn in the interval between the deadline of submission of bids and the expiration of the period of bid validity offered by the bidder. Withdrawal of bid during this interval may result in invocation of Bid Security Declaration in lieu of EMD.

20. 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.
21. Bidders shall offer quantity and price for the tendered item only in terms of the unit as indicated in tender. Offers made with wrong units shall not be considered.

22. Evaluation of Documents

- a) Supportive documents of L-1 bidders shall be downloaded for evaluation.
- b) The Service Receiver will examine the Techno-Commercial bids submitted online by the L-1 bidders and the required uploaded documents to determine whether they are complete and in conformity with the tender document.
- c) Confirmatory/Shortfall documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the L1 bidder. For this purpose, only 1 chance of 7 days (7x24 hours) shall be given
- d) If the techno-commercial acceptability of L1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered for further processing. If the L1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained if required. This process continues sequentially till techno- commercially acceptable L1 is established. No change in the prices of the bid shall be sought, offered or permitted. 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 Service Receiver.
- e) CIL reserves its right to physically and by any other method (as applicable) to verify the documents 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.

f) Submission of Confirmatory/Shortfall Documents

Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the Service Receiver or submission of any additional documents, not specifically asked for by the Service Receiver, will be allowed and even if submitted, they will not be considered by the Service Receiver.

These Confirmatory/shortfall documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link '**Upload Shortfall Document**', by evaluator after scrutiny of bids, indicating the start date and end date giving 7 x 24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. The bidders will upload/re-upload the requested documents within the specified period.

23. Applicability of GST on Penalties

In case of imposition of any penalty GST will be charged extra on the amount of penalty.

24. **Anti-Cartelization:** In case of cartelization or apparent cartel formation, CIL reserves the right to:

- (i) Ban or suspend business with the suspect bidders and cancel their bids without assigning any reason thereof and
- (ii) Place order on one or more firms with exclusion of the rest without assigning any reason thereof.

25. The tender document is divided into following annexures :

1	Annexure-1	Technical section
2	Annexure-2	Commercial section
3	Annexure-3	Details of Bidder
4	Annexure-4	Letter of Bid
5	Annexure-5	Format for Authorisation to DSC holder
6	Annexure-6	Format for Bank Mandate of the Bidder
The Bid Document also include :		
1	Technical Parameter Sheet (TPS) in Excel Format in the e-procurement portal.	
2	Bill of Quantity (BOQ) in Excel Format in the e-procurement portal	

Encl.: Annexures

Technical Section

Description of Work	Estimated Cost of Work (In Rs.)	Period of Contract
SELECTION AND APPOINTMENT OF ACTUARY OF, EIGHT SUBSIDIARY COMPANIES OF CIL, TWO RSOs AND THREE UNITS OF CIL STANDALONE SEPERATELY AND COMBINED ONE.	Rs.45,31,200/- (including GST)	For the period of three years starting from the valuation of the 1 st quarter of Financial Year 2021-22 i.e. ending on 30.06.2021. Initial appointment shall be given for a period of one year only and further period of extension for next two years will be given on the basis of year wise satisfactory performance.

Scope of work:

- CIL is looking for engagement of eligible Actuary or Company/Firm of Actuary(ies) for carrying out actuarial valuation of employee benefits interalia as per IND AS-19 on 'Employee Benefits' and other applicable standard/guidelines issued by the Institute of Chartered Accountants of India and applicable guidelines issued by Institute of Actuaries of India.
- Valuation of employee benefits is to be carried out for each quarter in respect of eight subsidiary companies and two RSOs, and three units of CIL separately and combined one. Employee benefits shall be valued for:

S.No	Employee Benefit	Applicable for
1	Gratuity	Executives & Non-Executives
2	Earned Leave Encashment	Executives & Non-Executives
3	Half Pay Leave Encashment	Executives
4	Bharat Bhraman	Non-Executives
5	Settlement Allowance	Executives & Non-Executives
6	Fatal Mine Accident Benefit to Dependant	Non-Executives
7	Gross Personal Accident Insurance Scheme	Executives
8	Post-Retirement Medical Benefit	Executives & Non-Executives
9	Life Cover Scheme	Executives & Non-Executives
10	Any other employee benefit as required.	Executives & Non-Executives

Actuary may also be asked for clarification regarding doubts/ basis of valuation etc. by CIL, or any of its subsidiaries from time to time whenever needed. He may also be required to clarify issues raised by auditors, trust/authorities maintaining relevant benefit funds.

- c) Valuation reports are to be given in draft form for company's consideration. Individual subsidiary-wise signed final reports along with Summary Valuation report of Overall CIL will be needed in duplicate for eight subsidiary companies and two RSOs, and three units of CIL separately and combined one.
- d) Valuation report may have to be revised due to rectification of data, if required.
- e) Quarterly analysis of the valuation will be given by Actuary explaining any unusual change in valuation under different heads of Employee Benefits.
- f) Apart from quarterly valuation, projection on various benefits, during inter valuation period may be asked by CIL from time to time.
- g) In the course of quarterly valuation, the essence of time limit is to be followed strictly and soft as well as hard copy is to be given on time.
- h) Actuary will also provide an Annual and Periodic (as and when required) report with respect to composition of contribution towards Superannuation Fund, in terms of the existing employment benefit schemes.
- i) Valuation of work, will be carried out on continuous basis including Saturdays/ Sundays /holidays as well.
- j) Actuary should be available for discussion at a short notice.
- k) Response to our query in each case should not exceed next 24 hours.
- l) In the event of discovering any error or defects in the data/computation, if the Management of CIL communicates to the Actuary for rectification of error/ defects, the rectification is to be done by the Actuary at his own cost within the scheduled time decided by CIL.
- m) The Actuary selected/appointed under this tender process will be required to accept the latest actuarial valuation under different schemes as starting reference. Besides quarterly valuation of liabilities, projection on various benefits, during inter valuation period may be asked by CIL from time to time.
- n) The quoted fees should be inclusive of all incidental expenses viz. boarding, lodging, and travelling expenses to any place, report making costs etc for the job and no separate fee/ reimbursement of any kind would be applicable. Travel and other incidental expenses will not be paid on any occasion and no accommodation will be provided.
- o) Sub-contract of the work is not permissible.

4. Schedule of Work:

Number of employees of Coal India Limited and its subsidiary companies as on 01.04.2021 is 2,59,016 out of which 2,43,782 are non-executives (Wage Board employees) and balance 15,234 are executives. The employee strength as on the above mentioned date is only indicative and employee strength in subsequent period may vary by virtue of natural attrition, fresh induction, retirement etc. Basic data shall be furnished by the Subsidiary Companies/CIL HQ/NEC/RSOs and computation of valuation of liabilities are to be submitted within the stipulated days as would be communicated by CIL from time to time. Subsidiary-wise manpower as on 01.04.2021 are as follows:-

Company	Executive	Non-Executive	Total
ECL	1864	53002	54866
BCCL	1879	39270	41149
CCL	2107	34610	36717
NCL	1551	12250	13801
WCL	2085	36012	38097
SECL	2738	44743	47481
MCL	1711	20191	21902
CMPDIL	824	2244	3068
CIL Standalone*	475	1460	1935
Total CIL	15234	243782	259016

*It includes two RSOs and three units of CIL

5. Eligible Bidders:

The invitation for bid is open to all bidders including an Individual, Proprietorship Firm, Partnership Firm, Limited Liability Partnership or Company having eligibility to participate as per eligibility criteria stipulated in clause No.6 below.

6. Minimum Qualification Marks (MQM) :

Qualification criteria for selection of Actuary at CIL

Sl. No.	Criteria	Maximum Marks	Award of marks details	Documents to be submitted duly self-authenticated
1	Bidder (Individual / Firm /LLP / Company) has been in existence (in terms of no. of years)	20	2 mark for each completed year with a maximum of 20 marks.	Certificate of Incorporation / Registration of the bidder
2	Bidder(Individual/Firm/LLP/Company) (s) with relevant experience in dealing with Actuarial valuation of 'Employee Benefits' under Revised AS-15/IND AS-19: a) Gratuity b) Other Benefits	a) 16 b) 4	2 marks for each year of experience in the valuation of gratuity & 0.5 mark each year for other benefits subject to maximum 16 marks for gratuity & 4 mark for other benefits. Marks will be awarded year wise (and not client-wise). For eg. If experience for gratuity is given for Client X and Client Y for year 2019-20, then marks will be given 2 and not 4 i.e, only 1 year is considered. For a firm to get maximum marks in gratuity as well as other benefits, minimum experience of 8 different years in each of the benefit criteria is required.	Work Completion / Work Order/ Experience certificate for Actuary related matters from the clients for each of the years.
3	No. of clients where the Bidder has provided Actuarial valuation services in respect of 'Employee Benefits' under Revised AS-15/IND AS-19 in the last 3 years.	50	As stated in details of Point 3 of MQM in the next page	Engagement letter for Actuary services from the clients indicating the No. of employees of the clients.
4	No. of qualified* person of the firm / LLP / Company engaged in dealing Actuarial work. Fellow of IAI/ Associate of IAI	10	5 marks for every Fellow Member and 2.5 marks for every associate member	Document in support of qualifications required for valuing and signing as Actuary of employee benefits under IND AS-19.

Note

- 1) *: Qualified person means Fellow/Associate members of Institute of Actuaries of India.

- 2) Cut off date for all the above criteria is 31.03.2021
- 3) Year in the above table indicates Financial year

Minimum Qualification Marks: 50

Details of Point 3 of MQM are as below:

With reference to evaluation criteria at Point No 3 following methodology will be applicable :-

The marks for a year would be calculated as $\sum A*B$ where

- i) A is the weightage for the Manpower of the client to whom actuarial services has been provided, as detailed below:
For clients of Manpower up to 25000, A=4
For clients of Manpower 25001 to 50000, A=6
For clients of Manpower 50001 to 100000, A=8
For clients of Manpower 100001 and above, A=10
- ii) B is the no. of clients for that specific weightage.

For the purpose of calculation of weighted marks, only **the top 5 clients** for every year will be considered.

Illustration:

- a. For a particular year if a company has 3 clients of Manpower 45000, 2 clients of Manpower 68000 and 1 client of manpower 115000, the weighted marks will be calculated as $2*6+2*8+1*10$ i.e. 38.
- b. For a particular year if a company has 3 clients of Manpower 20000, 2 clients of 45000, 2 clients of Manpower 60000 and 1 client of manpower 110000 the weighted marks will be calculated as $2*6+2*8+1*10$ i.e. 38.
- c. For a particular year if a company has 3 clients of Manpower 45000 and 2 clients of Manpower 70000 and 2 clients of manpower 120000 the weighted marks will be calculated as $1*6+2*8+2*10$ i.e. 42

For the purpose of calculation of the final marks, the yearly marks for the last three years will be calculated and the final marks will be given by:

$$\begin{aligned}\text{Final Mark} &= (1^{\text{st}} \text{ Year mark} + 2^{\text{nd}} \text{ Year mark} + 3^{\text{rd}} \text{ Year mark})/3 \\ &= (38+38+42)/3=39.33\end{aligned}$$

Documents to be submitted

The bidder has to upload online the scanned copy of **documents** as specified in the NIT for evaluation by Tender committee as per the checklist given below:

SI No.	Documents	Information to be furnished by Bidder	File Name	Remarks
1	<p>i) Letter of Bid (LOB) along with “Authority” / “Power of Attorney” as per clause no. 9 of ITB</p> <p>ii) For Authorization of DSC holder: If the bidder himself is the DSC holder bidding online : NO DOCUMENT</p> <p style="text-align: center;">Else</p> <p>If the DSC holder is bidding online on behalf of the bidder: Power of Attorney or any other legally acceptable document authorizing DSC holder to bid on behalf of the bidder.</p>	LOB to be printed on the letter head of bidder.	To be uploaded in folder name LOB DOCS in single pdf file	(Scanned copy to be uploaded)
2	Work Experience	All the documentary evidence mentioned in point MQR shall be submitted.	To be uploaded in Respective Folder as per Technical Parameter Sheet (TPS)	Scanned copy to be uploaded)
3	BOQ and Technical Parameter Sheet (TPS) (template to be downloaded from e-procurement portal)	To be uploaded duly filled		Same file to be uploaded as downloaded (after filling all the fields)
4	Annexures	To be uploaded in Other Docs Folder		(Scanned copy to be uploaded)
	<u>Note:</u> Only one file in .pdf format can be uploaded against each folder. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.			

NOTE: It is responsibility of Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above. The bidders are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

Commercial Section

1. **Details of Bidder:** The bidder is required to furnish the details as given in Annexure –4 as part of its offer. If no information is applicable against any serial number, please mention “Not Applicable”.

- 2 **Offer Validity**

The offer of the tenderers shall remain valid for 120 days from the date of opening of the e-Tender. However, CIL reserves its right to ask the tenderer to extend the validity period of the offer.

- 3 **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.

4. **Registration under GST**

- a. 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.

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.

- b. Composition Scheme: Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding.
- c. GST registration No. shall have to be indicated in the offer unless exempted.

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

6. **Work Order:** The Bidder, whose Bid has been accepted, will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/Work Order.

7. Subletting of work by the contractor is not permissible.

8. Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Kolkata High Court only.

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

10. Period of Contract: The eligible Actuary/Firm/Company shall be selected for the period of three years starting from the valuation of the 1st quarter of Financial Year 2021-22 i.e. ending on 30.06.2021 at the same rate, terms and conditions. Initial appointment shall be given for a period of one year only and further period of extension for next two years will be given on the basis of satisfactory performance. However, such extension of contract shall be at the sole discretion of the CIL management.

Valuation of employee benefits is to be carried out quarterly in each financial year and the report is to be given accordingly.

11. The Actuary or the Firm must possess sufficient infrastructure to manage the data of CIL.

12. The Actuary or the Firm shall take sufficient care for data protection measures to ensure confidentiality of data and reports.

13. The Actuary shall undertake that data given to the Actuary by CIL and any information generated from the data provided shall not be used by the Actuary for any other purpose.

14. Termination: CIL may, without prejudice to any other remedy /claim for breach of contract, terminate the contract in whole or part by giving not less than 15 (fifteen) days written notice of default to the Actuary.

15. Indemnity: The firm shall defend, indemnify and hold CIL during and after the term of the contract harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of whatever nature arising and resulting from the non-compliance or violation of any law by the Consultant for the tenure of engagement.

16. Disclaimer: CIL reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Bidder(s) at any stage or to cancel the process entirely without assigning any reason. CIL makes no guarantee or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bid documents.

17. The engagement of the Actuary or Actuarial Firm(s) shall be completely at the discretion of CIL and CIL may terminate the services of actuarial firm on account of non-satisfactory performance or for any other reason, which CIL feels appropriate.

18. Commencement of work: Immediately from the date of issue of LoI/Work Order.

19. Payment Terms:

- a. Payment will be made on quarterly basis. Fees quoted for one year will be divided into four quarters. Ninety percent (90%) of the quarterly payable amount shall be paid after adoption of Quarterly / Annual Accounts by Board.
- b. Payment of balance ten percent (10%) of each quarter as stated in (a) above shall be made after completion of four Quarters i.e. after end of the one year period.
- c. Four quarter of first year will be completed with valuation of employee benefits of 4th Quarter of FY 2021-22
- d. Subsidiary-wise bills in respect of (a) and (b) are to be raised quoting appropriate GSTN of subsidiaries by apportioning the amount based on the number of manpower processed at the end of each quarter and to be submitted to the GM(Finance) of concerned subsidiary/ CIL (HQ) through GM (Finance),CIL.

- e. Payment shall be released within twenty one (21) days from the date of submission of the bill, subject to fulfillment of other terms and conditions of the contract. Payment will be subject to TDS as applicable.
- f. No advance payment will be made.
- g. Paying Authority: as per table below

Company	Paying Authority
ECL	General Manager (Finance), ECL, Sanctoria
BCCL	General Manager (Finance), BCCL, Dhanbad
CCL	General Manager (Finance), CCL, Ranchi
NCL	General Manager (Finance), NCL, Singrauli
WCL	General Manager (Finance), WCL, Nagpur
SECL	General Manager (Finance), SECL, Bilaspur
MCL	General Manager (Finance), MCL, Samabalpur
CMPDIL	General Manager (Finance), CMPDIL, Ranchi
CIL Standalone	General Manager (Finance), CIL, Kolkata

*GSTIN of respective companies will be submitted at the time of award of work

GST:

- a. The Tax Invoice raised by the service provider must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of Coal India Limited or its Subsidiary Co. as the case may be. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) cess, related to service, 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.
- b. 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/Subsidiary could be able to avail Input tax credit of such CGST, GST, IGST, GST (Compensation to State) Cess reflected in the invoice.
- c. If the ITC claimed is disallowed due to failure on the part of supplier 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 by the CIL/Subsidiary from the current bills or any other dues of the supplier.
- d. 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/Subsidiary and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.

- e. 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/Subsidiary shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- f. In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
- g. GST shall also be levied on penalties, if applicable.

MODE OF PAYMENT

The payment will be made through Electronic System for which bidder are requested to attach scanned copy of their Bank Details, duly endorsed by the concerned bank, in the format enclosed as Annexure-6 of the NIT.

The bidder will upload this document in the folder named "Commercial Docs".

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	IT PAN of company	
10	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

Letter of Bid

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

Dear Sirs,
Sub: Tender No.

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. 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. 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. 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. We understand that you are not bound to accept the lowest or any bid you may receive.
6. 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. We confirm that all information/ documents / credentials submitted along with the offer are genuine, authentic, true, valid and complete in every respect.
8. 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.
9. We have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking.

OR

We were banned by the organization named “-----” for a period of -----
---- year/s, effective from ----- to -----.

10. **Bid Securing Declaration:** We understand that our Business is liable to be banned for a period of 2 years, in the following cases:
 - a) If we withdraw or amend, impair or derogate from the tender in any respect within the period of bid validity offered by us; or
 - b) If we refuse to accept/execute the contract which is placed within bid validity period and we do not provide services.

Dated this _____ day of _____ 201_

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 favor 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)

We do hereby authorise M/s/Mr/..... Address
for online bidding on behalf of us for the e-tenders invited by CIL on <https://coalindiatenders.nic.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

Format for Bank Details for electronic payment

To
M/s. Coal India Ltd.,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156.

Dear Sir,

Sub: Authorization of all our payments through Electronic
Fund Transfer system/RTGS/NEFT.

We hereby authorize Coal India Ltd. to disburse all our payments through Electronic Fund Transfer system/RTGS/NEFT. The details for facilitating the payment are given below:

1	Name of the Beneficiary, address with Telephone No.	
2	Bank name, address with Telephone No.	
3	Branch name & code	
4	Bank account number with style of account (Savings/Current)	
5	IFSC Code No. of the Bank	
6	PAN No. of the Beneficiary	
7	E-Mail No. and Mobile No. of the Beneficiary for intimation of release of payment.	

I/We hereby declare that particulars given above are correct and complete and if the transaction is delayed or credit is not effected due to incorrect information, I/we will not hold Coal India Ltd. responsible.

Authorized Signatory
Name:
Official Stamp with date

Bank Certification

It is certified that above mentioned beneficiary holds a Bank Account No. with our branch and the Bank particulars mentioned above are correct.

Name: Authorized Signatory
Official Stamp with date