



## **Tender Document**

for

**Comprehensive Annual Maintenance Contract (CAMC) of Data Centre equipment and IT Infrastructure of Coal India Ltd., office complex at Kolkata for a period of 03 years.**

**Tender No: CIL/C2D/CAMC Data Centre/Re-tender/21-22/383  
dated 30.12.2021**

**COAL INDIA LIMITED  
COAL BHAWAN, PREMISES NO.04-1111, AF-III  
ACTION AREA 1A, NEW TOWN, RAJARHAT, PIN-700 156.**



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## Chapter – 1

(Notice inviting Tender & Instruction to Bidders)

**COAL INDIA LIMITED  
COAL BHAWAN, PREMISES NO.04-1111, AF-III  
ACTION AREA 1A, NEW TOWN, RAJARHAT, PIN-700 156.**

	<b>COAL INDIA LIMITED</b>  <b>COAL BHAWAN, PREMISES NO.04-1111, AF-III</b> <b>ACTION AREA 1A, NEW TOWN, RAJARHAT, PIN-700 156.</b>
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Tender No.: CIL/C2D/CAMC Data Centre/Re-tender/21-22/383

Dated: 30.12.2021

### Notice Inviting Tender

1. Tenders are invited on-line under two part system on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of work	Location	Estimated cost of Work (In Rs.) with GST @ 18%	Earnest Money (In Rs.)	Period of Completion (In Days)
Comprehensive Annual Maintenance Contract (CAMC) of Data Centre equipment and IT Infrastructure of Coal India Ltd., office complex at Kolkata for a period of 03 years.	CIL Office Complex, Kolkata	3,93,46,640.00	No EMD	1095

For Site visit of location of work, the prospective bidder(s) may contact HoD (E&T) or his authorized representative, (Landline No. 033-71104447) during working days (09:30 AM to 5:30 PM).

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)	
General Manager(MM)	R.K. Patra	033-71104186

### **Details of GST Registration of CIL: - 19AABCC3929J1ZH**

### **2. Time Schedule of Tender:**

SL. No.	Particulars	Date	Time
1	Tender e-Publication date	31.12.2021	10:00 Hrs.
2	Document download start date	31.12.2021	10:00 Hrs.
3	Document download end date	18.01.2022	16:00 Hrs.
4	Start date for seeking Clarification on-line	31.12.2021	10:00 Hrs.
5	Last date for seeking Clarification on-line	06.01.2022	11:00 Hrs.
6	Bid Submission start date	31.12.2021	10:00 Hrs.
7	Bid submission end date	18.01.2022	16:00 Hrs.
8	Technical Bid (Cover I) opening date	19.01.2022	11:00 Hrs.
9	Price Bid (Cover II) opening date	Will be intimated after technical evaluation of Cover - I	

**Note:** The auto extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.

### 3. Earnest Money Deposit (EMD):

There shall be no EMD. Instead Bidders shall have to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD as per tender document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.

A Bid Securing Declaration in the Undertaking at **Annexure II** shall be accepted by bidder unconditionally in GTE (General Technical Evaluation).

### 4. ~~Pre-bid Meeting:~~

~~The pre-bid meeting if applicable shall be held in the office of General Manager (MM), CH, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held.~~

### 5. Clarification of Bid:

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

### 6. User Portal Agreement:

The bidders have to accept the on-line user portal agreement, which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

### 7. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

*Note: Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two) Crores.*

### 8. Eligibility Criteria:

#### A. Work Experience:

The bidder must have experience of works (includes completed / ongoing) of similar nature (as per the definition of similar nature of work given below) valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

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

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

However, the participating share of JV partners shall be as below: -

- (a) Lead Partner shall have at least 50% participating share in JV.
- (b) Other partners (s) shall have at least 20% participating share in JV.

Note: If a Joint Venture (JV) participates as a registered MSE bidder, the work experience shall be in the name of JV itself. (Note: Applicable for service nature of works).

**The definition of similar work shall be as follows:**

**“Setup / Supply & Installation / Maintenance / Operation & maintenance of Data Centre in India”.**  
**Or**

**“Supply & Installation / Maintenance / Operation & maintenance of IT infrastructure in addition to Setup/ Supply & Installation / Maintenance /Operation & maintenance of Data Centre in India”.**

**In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:**

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/Agreement Number of each experience
- iv. Name & address of Employer/Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or the actual % of share in case of a Joint Venture/Partnership firm).
- vi. Executed Value of work against each experience.

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

For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line. Bidder should also submit Work order, Bill of Quantities (BOQ), TDS along with the bid.

#### **B. Working Capital:**

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

The bidder should possess the working capital within three months prior to the date of opening of tender.

**Data to be furnished by Bidder on-line:**

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
  - ii. Date on which the bidder possesses the required working capital.
  - iii. Name of the Chartered Accountant (CA).
  - iv. . Membership Number of CA who certifies the bidder's working capital on a particular date.
  - v. Date of Issue of Certificate.
1. Confirmation regarding possessing of Working Capital issued by a Practicing Chartered Accountant in the form of Yes / No.
  2. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together and is to be furnished as the Working Capital of the bidder.
  3. In case of JV, the requirement of Working Capital under this clause shall be met as per following proportion:
    - a. The lead member shall have to possess at least 50% share in the Working Capital, required to qualify in the tender (i.e. 50% of 20% of Annualized value or Estimated Value put to tender, whichever is less).
    - b. All other members shall have to possess at least 25% share in the Working Capital, as required to qualify in the tender (i.e. 25% of 20% of Annualized value or Estimated Value put to tender, whichever is less).
  4. However, if a Joint Venture (JV) participates as a registered MSE bidder, the Working capital shall be in the name of JV itself. (Note: Applicable for service nature of works).

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

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder online.

**C. Permanent Account Number (PAN):** The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

**In respect of the above eligibility criteria, the bidders are required to furnish the following information on-line:**

- i. Confirmation regarding possessing of Permanent Account Number(PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

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

PAN CARD of the bidder

**Note:**

- (a). In case the bidder is a JV, each Indian partner of JV should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India and each foreign partner or JV itself should possess Verifiable Tax Residency Certificate of respective country.
- (b). However, if a Joint Venture (JV) participates as a registered MSE bidder, the PAN card shall be in the name of the JV itself. (Note: Applicable for service nature of works).

**D. Goods and Services Tax (Not Applicable for Exempted Services)**

The bidder should be either GST Registered Bidder under regular scheme

**OR**

GST Registered Bidder under composition scheme

**OR**

GST unregistered Bidder

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

- i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

**Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document.**

GST Registration Certificate of the bidder.

**Note:**

- i) In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV.
- ii) However, if a Joint Venture (JV) participates as a registered MSE bidder, the GST Registration Certificates shall be in the name of JV itself. (Note: Applicable for service nature of works).
- iii) In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration ( as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service before the payment of first running on account bill.
- iv) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- v) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

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

**E. Purchase Preference under ‘Make in India’ Policy for “Local supplier”.**

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

**In terms of the above said policy, purchase preference shall be given to Class-I local supplier.**

**In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local suppliers are not eligible to bid.**

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

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

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

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

**Note:-**

- i) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking as per format at **Annexure- XVIII**.

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



## 9. Submission of Bid:

a. (i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

(ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

(iii). The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at Annexure II & XVIII regarding genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order dated 16.09.2020, Bid Security Declaration etc. and **Annexure I** (Letter of Bid). No recycling will be done for this document i.e. no further clarification will be sought from bidder.

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

S No	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	2	3
1	Permanent Account Number (Ref. Clause No.8(A) of NIT)	PAN card issued by Income Tax department, Govt. of India.  (In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(B) of NIT and BOQ)	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: <u>GST Registered Bidder under regular scheme</u>  Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.  b) Status: <u>GST Registered Bidder under composition scheme</u>  Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.  c) Status: GST unregistered bidder:  Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.  [In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV]

		<p><b>Note:</b> i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</p>
3	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</li> <li>2. Partnership deed containing name of partners.</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> <li>4. Joint Venture agreement as per format in Annexure-XIV containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.</li> </ol> <p>In case of partnership firm/Joint Venture, undertaking as per <b>Annexure- XIV-A</b> is to be submitted.</p> <p><b>Note:</b> In the case of MSEs, the bidder must upload a copy of documentary evidence(s), issued by their registering authority whether they are either small enterprise or micro-enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with the latest guidelines/clarifications provided by MoMSME.</p>

**b. Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

	<b>Eligibility Criteria</b>	<b>Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)</b>
<b>1</b>	<b>2</b>	<b>3</b>
1	Work Experience (Ref. Clause No.8(A) of NIT)	For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line. Bidder should also submit Work order, BOQ, and/or TDS along with the bid. <i>Note:</i> In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.
2	The Availability of Working Capital (Ref. Clause No.8(B) of NIT)	Certificate of Working Capital with UDIN issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line. <i>Note:</i> - In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the Working Capital of the bidder for that particular financial year.
3	Digital Signature Certificate (DSC)	If the bidder himself is, the DSC holder bidding on-line then no document is required. However, if the DSC holder whose DSC is mapped in the name of the bidder, submitting the bid online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
4	Undertaking by bidder on his/her/their Letter Head as per <b>Annexure-XVIII.</b>	Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8E of NIT, and compliance w.r.t procurement from bidder of a country which shares a border with India etc.

5	Undertaking from the bidder	<p><b>A commitment is to be uploaded in the form of UNDERTAKING on bidder's letter head as per the proforma given in the bid document at annexure- XIX of NIT that back to back agreement/ purchase order/contract with the major OEMs as mentioned below for their equipment, shall be executed directly with OEM or through OEM's authorized channel partners for back to back support to maintain the SLA as per NIT including spares, patches for the mentioned equipment shall be provided by OEM for next 3 years (entire contract period) from date of commencement of the contract or till the end of life of the equipment declared by the respective OEM as mentioned in Point no E-III of scope of work (Chapter-2). The successful bidder is required to submit the purchase order/agreement/relevant documents of contract with OEM directly or through OEMs authorized channel partners before entering in to the contract with CIL.</b></p> <p>Major OEMs:</p> <ul style="list-style-type: none"> <li>i. Networking Infrastructure consisting of Core &amp; L3/L2 switches, Wi-Fi system (OEM: <b>Extreme Networks</b>)</li> <li>ii. IP-PBX system, VC System (OEM: <b>Avaya</b>)</li> <li>iii. UPS, Power distribution system (OEM: <b>APC / Schneider</b>)</li> <li>iv. PAC (OEM: <b>APC / Schneider</b>)</li> </ul>
6	Quality Certification	The bidder should have valid ISO 9001 certification for QMS. The bidder shall submit copy of valid ISO 9001 certificate.
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. 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.</p>		

**c. Letter of Bid (LoB):** The format of Letter of Bid is given at Annexure-I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

**d. Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:-

- I. Status: GST Registered Bidder under regular scheme.
- II. Status: GST Registered Bidder under composition scheme.
- III. Status: GST unregistered bidder.

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate [combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

#### **System for decision of L1 bidder**

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

**Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.**

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by CIL/ Subsidiary taken by the system will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company”.

Then share of GST to be deposited by CIL/ Subsidiary, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

**Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.**

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

**Note: The bidder should select their GST category as per clause no. 8.D of NIT.**

**10. Bid Submission:**

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

**11. System Requirement:**

It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender website. Under any circumstances, CIL/ Subsidiary shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

**12. Opening of Technical Bid:**

**12.1** The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates after the prescheduled date & time of Tender Opening.

**12.2** The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be auto rejected.

**12.3** All the documents uploaded by bidder(s) and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “technical bid opening summary” will be uploaded on the same day.

**13. Evaluation of Tender:**

- a. After opening of Technical bid, the documents submitted by bidder(s) in cover 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 bidder(s) 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 opening of price bid.

- b. In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e. w.r.t confirmatory documents) corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- c. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- d. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/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.
- e. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- f. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- g. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- h. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on/after preschedule date and time mentioned in the NIT online in thee- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL after rescheduled date and time.
- i. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- j. **If L1 bidder backs out (i.e. Techno commercially established L1 bidder), The penalty will be imposed as per bid securing declaration (Ref. clause 3 of NIT).**
- Note:** *In case If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.*
- k. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.**

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed :-
- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

- ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.
- II.** In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

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

**Verification of local content:**

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items in Undertaking as per format at Annexure XVIII.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
- III. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- IV. False declarations will attract banning of business of the bidder for a period up to two year and with process in line with clause 19 of GTC.
- V. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

## **L. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF TENDERS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Note: As the work is related to O&M of CIL Data Centre & IT Infrastructure and to be awarded to a single bidder, the work is not divisible.**

#### **14. Auto Extension of Critical Date**

If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of **four days-**

- Last date of submission of Bid.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

#### **Notes:**

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

#### **15. One Bid per Bidder**

15.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### **15.2 Conflict of Interest-**

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:



- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

All such Bidders having a Conflict of Interest shall be disqualified.

**16. Refund of EMD:** Not Applicable

**17. Site Visit:**

17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

17.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

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

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

**18. Taxes and Duties:**

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

GST and other statutory levies will be paid at actual applicable rate.

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

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST,

if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

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

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

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

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note:

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

#### **19. Cost of Bidding:**

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

#### **20. Technical Specifications:**

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

#### **21. Currencies of Bid and Payment:**

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

#### **22. Hand Over and Takeover of Site:**

- a. The successful bidder shall require to take over all systems, services, equipment in running condition, all credentials, documents, etc. from the present/ongoing contractor through CIL. The joint inspection report for this purpose is to be prepared by the successful bidder in consultancy with CIL authorized person for commencement of CAMC.
- b. The Successful bidder shall hand over all systems, services, equipment in running condition, all credentials, documents, etc. to CIL on completion of the contract.

#### **23. Deployment of Manpower:**

As per clause no. 04 of Special terms and condition in Chapter 2 of this NIT.

**24. 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.

**25. Canvassing in Tender:**

Canvassing in connection with the tenders in any shape is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

**26. Letter of Acceptance (LOA)/Work Order/Agreement:**

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter of 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 fulfilment 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 and forfeiture of the Earnest Money (ref clause no. 03 of NIT). In this case, action shall be taken as per Clause No. 3 of e-tender Notice.

**27. Bid Validity:**

The validity period of the tenders shall be **120 (One Hundred Twenty)** days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

**28. Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD (if any) will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

a. If the request of withdrawal is received before online notification for opening of price bid, Penalty will be imposed as per bid securing declaration (Ref clause 03 of NIT). The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, Penalty will be imposed as per bid securing declaration (Ref clause 03 of NIT). The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

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

## **29. Standard Operating Procedure for Withdrawal of Bid:**

### **I. The Mode of withdrawal: -**

#### **A. Online Withdrawal of Bids:**

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

#### **B. Offline Withdrawal of Bids:**

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

### **II. Acceptance of withdrawal by Tender Committee:**

**A.** Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

**B.** The Tender Committee shall apply its due diligence to decide:

- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrolment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
- e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B) (b) and II-(B)(c) above.

### **30. Postponement of scheduled date(s):**

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

### **31. Public Enterprises preference:**

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

### **32. Contract Agreement Document(s):**

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any), Scope of Work, SLA and any other document uploaded on

portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of General Terms and Conditions.

**33. Sub-letting of Work:**

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**34. Prohibition of Child Labour engagement:**

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

**35. Implementation of CMPE/EPE:**

The tenderer shall have to ensure implementation of CMPE/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

**36. Splitting up of the work:**

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 tenderer(s) or accept the tender in part and not in its entirety.

**37. Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title-‘Settlement of Disputes’ of the ‘General Terms and Conditions’ of ‘Conditions of Contract’ of the tender document.

**38. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:**

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall 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.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain context) means any person or firm or company, including any member of a 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 herein before, 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 order F.No. 6/18/2019-PPD dated 23.07.2020 means :-
  - a. An entity incorporated, established or registered in such a country; **or**
  - b. A subsidiary of an entity incorporated, 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 an entity; **or**
  - f. A natural person who is a citizen of such a country; **or**
  - g. A joint venture where any member of the 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(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
  - b. “Control” shall include the right to appoint the 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 or 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 or more juridical person, has ownership of or entitlement to more than fifteen percent of the 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 dealings 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.

**Note:**

1. (a) The intending bidders must submit the Undertaking at Annexure-XVIII in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI.

**AND**

- (b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.
2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

**39. Integrity Pact (applicable for tenders with estimated cost exceeding Rs. 2.00 Crores).**

Bidders are required to submit the Pre-Contract Integrity Pact duly signed & witnessed as per enclosed format, **Annexure- XV**, along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

Name, Contact No. of the Independent External Monitor (IEM) nominated for this tender:

<u>Sl. No.</u>	<u>Name</u>	<u>email Id/Contact Number</u>
1.	Shri Sudhir Kumar	Mail-id: -stomar@gmail.com Mobile No. 09871054454
2.	Shri Anil Kaushal	Mail- id: kaushal.anil17@gmail.com Mobile No. 8800028118/ 9868128118

40. **Commencement:** The CAMC with 24X7 support shall commence within 10 days from the date of issue of LOA/Work Order. The bidder shall carry out a joint inspection with CIL after receiving the LOA/work order to assess the working condition of all equipment under the scope of this NIT. However, if any system/ equipment is found non- functioning, the bidder shall repair/rectify the same before commencement of the CAMC on chargeable basis on receiving the written confirmation from CIL or CIL will carry out the same through any other agency/OEM.

The Successful bidder shall deploy their technical Manpower at Coal India Office Complex, Kolkata at least one week prior to the date of commencement of services to be acquainted with existing Services and Operations.

41. **Payment Terms:**

a. The payment will be made on quarterly basis after successful completion of each quarter within 21 days of submission and acceptance of the bill. The bidder will submit the quarterly bill in triplicate along with required reports as per NIT, duly accepted by GM/HoD (E&T), CIL or his authorized representative. All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit. Penalty deductions (if any) will be deducted from the quarterly bill along with TDS/other deductions as applicable.

b. Final payment on completion of contract along with retention money (if any) will be made as per NIT after completion of the contract (i.e after last quarter) and acceptance of the same to the satisfaction of CIL.

42. **Paying Authority:** G.M (Finance), Coal India Ltd., Kolkata.

43. **Period of Contract:** The total period of contract shall be for 03 years (12 quarters) from the date of commencement. The bidder shall hand over all systems, services, equipment in running condition, all credentials, documents, etc. to CIL on completion of the contract.
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## **INSTRUCTIONS TO BIDDERS**

### **1. SCOPE OF BIDDER**

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

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

### **2. ELIGIBLE BIDDERS**

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, or joint ventures. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice and at Clause No.8.

2.2 Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs.2 Crores).

#### **Joint Venture details:**

Name of all partners of a joint venture (not more than 3):

1. Lead partner
2. Partner
3. Partner

**Note** - The participating share of JV Partners shall be as below:

- i) Lead Partner shall have at least 50% participating share in JV.
- ii) Other partner(s) shall have at least 20% participating share in JV.

Joint Venture must comply the following requirements:

i) Following are the minimum qualification requirements for Joint Venture:

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under clause 8(A) of e-tender Notice towards fulfilment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (Working Capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under clause 8(B) of e-tender Notice towards fulfilment of qualification criteria related to financial turnover.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed



agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorized to sign on behalf of joint venture or authorized signatory on behalf of JV.

ix) The bid should be digitally signed by a person authorized by all the partners of the Joint Venture.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfil eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / bids security bank guarantee can be submitted by the Joint Venture / one or more partners of the joint venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

**Note: If the work is awarded to Joint Venture firm, they will register the JV agreement in accordance with Registration Act.**

xv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV before making any payment.

2.3 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

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

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

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

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

### **3. QUALIFICATION OF THE BIDDER**

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

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility / qualifying criteria as detailed at Cl. No.8 & 9 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.

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

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

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

Notes:

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

### **4. COST OF BIDDING**

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

### **5. CONTENT OF BIDDING DOCUMENTS.**

5.1 The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract;
- d. Scope of work/Bill of Quantities;
- e. ~~Forms of Securities and form of Article of Agreement.~~
- f. Pre contract Integrity Pact (if applicable)
- g. User portal Agreement
- h. Guidelines of Banning of Business
- i. Other document, if required.

### **6. CLARIFICATION OF BIDDING DOCUMENTS**

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

**7. Deleted****8. LANGUAGE OF BID**

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

**9. BID PRICES**

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

9.2. The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause No.9(d) of e-Tender Notice.

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

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

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

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

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

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

Note:

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

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

**10. BID SECURITY/EARNEST MONEY DEPOSIT**

There shall be no EMD. Instead Bidders shall have to sign a Bid securing declaration accepting that if

they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD as prescribed in the tender document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

## **11. DEADLINE FOR SUBMISSION OF BIDS**

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

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

## **12. SIGNING AND SUBMISSION OF BID**

~~12.1 Deleted~~

~~12.2~~ Submission of bid shall be as detailed at Clause No.9 of e-Tender Notice.

## **13. Tender Status:**

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

## **14. EVALUATION AND COMPARISON OF BIDS.**

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

14.2 In case of Abnormally Low Bid the Bidder may be asked for written clarifications, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, the Employer determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

~~15. Deleted~~

## **16. AWARD CRITERIA**

Subject to Clause No.17, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

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

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

17.1 Notwithstanding Clause No.16, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract,

without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

## **18. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

18.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

18.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.

18.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30 (thirty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will take action as prescribed in Guidelines for Banning of Business along with forfeiture of Earnest Money. In this case action shall be taken as per Clause No. 3 of e-tender Notice and it will supersede Clause No. 19 of Banning of Business of GTC. The bidder will also banning from participating in re-tender.

No payment for the work shall be made before execution of this agreement.

18.4 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder online.

**18.5** The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties one of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

## **19. PERFORMANCE SECURITY/SECURITY DEPOSIT:**

19.1 Security Deposit shall consist of two parts:

- a. Performance Security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer Clause No.4 of Conditions of Contract (General Terms and Conditions).

## **20. EMPLOYMENT OF LABOUR**

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

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.

The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

20.2 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

20.3 The contractor's workmen shall be paid through Bank.

20.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

20.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

20.6 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under additional responsibilities of the contractor.

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

## **21. LEGAL JURISDICTION**

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

## **22. e-PAYMENT**

22.1 Successful bidder will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment as mentioned in Annexure-III.

## **23 MISCELLANEOUS**

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

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

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## **Chapter – 2**

(Special Terms and Conditions)

## **SPECIAL TERMS AND CONDITIONS**

### **1.0 Project Description**

Coal India Ltd has its own Data Center Facility to cope up with the rising data processing requirements and to accommodate / host their existing and upcoming new hardware equipment.

The Data Centre comprises of one Server Room, Network Room, and two electrical Rooms, BMS Room, MMR Room, Help Desk Room, IDC Manager Room, Communication Room & one NOC room. All infrastructure services viz. Civil, Electrical & DG, ISMS and fire & Security system are designed to match with the Rated-3 certification.

The size of the Data Centre is 4000 sq. ft. (Approx.) as per design. The said Data Centre is ANSI/TIA- 942-B: 2017 Rated-3 certified and the certificate is valid up to 1<sup>st</sup> Dec-2021.

### **2.1 Scope of Work:**

#### **2.2 Data Centre Operations and Maintenance Support**

The successful bidder shall be required to maintain, operate and monitor the CIL DC and its infrastructure for a period of three (03) years from the date of commencement and henceforth called as Data Centre Operator (DCO). The detailed scope of work for the subject NIT is as mentioned below:

- A. The successful bidder/DCO shall deploy an onsite team comprising of the resources indicated at section "4.0 (Required Resources)".
- B. The successful bidder shall be required to arrange back-to-back agreement for all the items unless there wise clarified indicated at section "Annexure XXI-Summary & Brief Description of Equipment (CIL Data Centre & IT Infrastructure)" from respective OEMs to smooth ensure the required SLA commitment. However, back-to-back agreement with OEM in case of Layer 2/3 switches, Wi-Fi, IP-PBX system, VC Equipment shall be mandatory. In case back lining contract for any other item, apart from the above, is not possible, the successful bidder will have to maintain at his own to meet the SLA commitment.
- C. The selected bidder shall arrange back lining contract for all the items indicated at section "Annexure XXI- Summary & Brief Description of Equipment (CIL Data Centre & IT Infrastructure)" from respective OEMs to protect the SLA commitment. However, back-to-back agreement with OEM for UPS & PAC is mandatory. In case back lining contract for any other Non-IT item, apart from the above, is not possible, the same should be maintained by the bidder himself to meet the SLA commitment
- D. The selected bidder shall arrange support/ subscription/ updation/renewal of software/licenses for the items indicated at section "Annexure XXI - Summary & Brief Description of Equipment (CIL Data Center & IT Infrastructure)" wherever required. If any additional l i c e n s e s / OS /Software/subscription required for operation & maintenance of the listed equipment during the tenure of the contract to maintain the SLA, the bidder shall provide the same within the scope of this contract.
- E.I. In case of failure/breakdown of any equipment/server except equipment at point no. E-III mentioned below, those are declared end of life by the OEM during the tenure of the CAMC contract period, the successful bidder shall be required to replace the same with new equipment having similar or higher configuration at his own cost. The replacement in such cases is to be duly accepted/approved by GM/HOD (E&T), CIL or his authorized representative.
- II. In those cases, where the existing license/software/OS/support/firmware goes end of support by the OEM and equipment/server requires to be updated/upgraded if necessitated due to technical compulsion to cope up with the latest version/subscription/license/software, the bidder shall replace the hardware/server (all other items except the equipment mention below at point no. III) in lieu of existing one at no extra cost to ensure the functionality of such



equipment to maintain the SLA. The replacement in such cases is to be duly accepted/approved by GM/HOD (E&T), CIL or his authorized representative.

- III. If the following equipment need to be updated/upgraded/replaced due to End of Life/support declared by the OEM, as the case may be, then the cost towards such up gradation/replacement of these hardware only shall be dealt separately on mutually agreed case-to-case basis between the successful bidder & CIL. As such, the mutually agreed cost thereof shall be paid separately or CIL reserves the right to decide for procurement from other sources.

However, the installation/integration/ day-to-day maintenance/operation of these hardware shall be covered within the scope of work of this NIT. Also, CAMC/warranty of such equipment after replacement shall not be within the scope of work under this NIT for the remaining period of CAMC.

As per Annexure-XXI (Summary & Brief Description of Equipment) Under Network Components, (Point no. B):

- i. L2/L3 SWITCHES (Avaya 4826GTS-SW54) - 57 Nos. (EOS/EOL date 30/06/2023)
- ii. Core Switch- (Avaya 8010 CMHS) - 02 Nos. (EOS/EOL date 05/12/2022)

**F. CIL DC Tier-III certified**

Successful bidder shall be required to co-ordinate for review and updation made time to time in respect of existing process and procedures of CIL DC and IT Infrastructure, training of onsite resources, external audits (if required), etc. for maintaining the said rated-3 standards. During the pendency of NIT contract, it may so be required to renew / extend the validity of Tier-III (ANSI/TIA-942-B: 2017 Rated-3) certification issued by "M/s EPI" for which the successful bidder shall extend necessary support to facilitate CIL in the process of the same. However, CIL shall pay the actual cost towards such renewal / extension of validity including cost of audit required for such renewal or CIL keeps the right to award the renewal / extension work /audit towards tier-III certification to any third-party agency solely on its discretion. Moreover, maintaining the CIL Data Centre for Tier-III standard shall be the responsibility of the successful bidder/DCO.

- G. Successful bidders shall maintain sufficient stock of consumable items/spare parts onsite for IT and Non-IT equipment "List of Consumables indicated at section 6.0 " to ensure the SLA commitment. All other items not mentioned in the list of consumables required to be replaced/repared during CAMC period shall be within the scope of this NIT.
- H. Selected bidder shall require to prepare a SOP (Standard Operating procedure) with mutually agreed basis with CIL for each service of CIL DC and shall be required to update SOP, if not found or found not adequate for any service, within first quarter of the contract.
- I. Implementation and configuration for new/change of ipv4/ipv6 scheme as required by CIL shall be carried out by the bidder.
- J. The bidder shall carry out day-to-day Operation/ Configuration / Troubleshoot of additional network equipment namely two Nos. of Checkpoint NGFW in HA & Management consoles, 01 no. UTM, 04 Nos of CISCO L3 Switches and 02 Nos of CISCO L2 switches, DHCP servers (CIL VM) deployed/integrated in the existing CIL Network during the AMC period for smooth operation of CIL LAN/WAN, however, warranty/AMC of such additional equipment and replacement of defective spares shall be dealt separately by CIL and availability of such equipment will not be considered under SLA of this contract. In case of alternate arrangement of DHCP if required so shall be within the ambit of the SLA. Further, during the tenure of contract, any new additional network equipment if required to be deployed by CIL for augmentation of existing set-up, the successful bidder shall be required to carry out day-to-day Operation/ Configuration / diagnosis / management of such additional network equipment excluding maintenance thereof.

Bidders have to submit document with clear detailed description/execution plan of the service offering for the above ten (10) categories (A to J). The said document will be used as reference document for selected bidder during service contract period.

- K. CIL reserves the right to replace any system or a part thereof as per the CIL futuristic requirement in respect of CIL Data Center & IT equipment (hardware/software) which could not come in to ambit of back to back support with OEM / OEMs authorized channel partners under the condition such as End of Life/End of Support/technology obsolesces as suitable on mutually agreed basis.

In such cases, the payment towards CAMC for the period of services completed shall be paid by CIL on pro-rata basis. However, the successful bidder shall be required to carry out day- to - d a y Operation/ Configuration / diagnosis / management of all such replaced equipment/system.

- 2.3** The successful bidder shall provide 24x7 operation and maintenance services for a period of three years from the date of take over the site for commencement of Operations and Maintenance Activity. The scope of work of this NIT is encompasses the overall management of CIL Data Centre and IT Infrastructure of the office complex with 365x24x7 Monitoring help desk covering operation, Maintenance and Management of the entire CIL DC, IT infrastructure of office building. The scope however also includes EPABX with Internet facility at VIP GH within the CIL office complex. The scope of work related to this NIT are broadly divided to following 12 categories from the functional angle:

- i. System Administration, Monitoring, Maintenance & Management Service.
- ii. Network Administration, Monitoring, Maintenance and Management Services.
- iii. Video Conferencing operation, Administration, Monitoring, Maintenance and Management Services.
- iv. IT Security Administration, Monitoring, Maintenance and Management Services.
- v. Backup & Restore Services of IT equipment as per list (Annexure XXI).
- vi. Backend Services (onsite replacement of any defective spare parts / modules from OEM /related firm /agencies).
- vii. Physical Infrastructure Monitoring, Maintenance and Management Services.
- viii. Integrated Building Management (IBMS) Services of Data Centre.
- ix. Coordination with respective OEMs/department for preventive / corrective maintenance of all IT equipment and systems as per scope of work. In addition, any significant outages related to CAMC equipment in DC Server Room shall be informed to concerned departments as prescribed by CIL.
- x. Facilitate required support infrastructure for servers/systems.
- xi. Bandwidth Management Services with co-ordination with ISPs.
- xii. **Reports:** The bidder shall be required to provide monthly reports for all the devices installed in the Data Centre in a mutually agreed format on a periodic basis. Whenever required by CIL, DCO should provide additional report (if required) in the required format or as per CIL's requirement time to time.

### **3.1 System Administration, Operation, Maintenance & Management Services**

The objective of this CAMC service is to support and maintain all the Systems and Servers indicated below as an integral part of this NIT and will include:

- a) 365x24x7 monitoring and management of the Systems & servers as per list of the Equipment in the Data Centre. Operation of VC System, Audio Conferencing systems with display, Signage system, NMS, etc. as and when required by CIL.
- b) Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated. **Bidder should include the Cost for 3-year upgrades / updates of any license/firmware/software/OS and patches for the components considered under this NIT for O & M.**
- c) Installation and Re-installation of the servers / equipment and other hardware necessitated in event of system crash/failures.
- d) Proactive monitoring of all the equipment in CIL DC & IT infrastructure.

- e) Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices/Firewalls/UTM etc. to identify vulnerabilities. Necessary Action shall be taken by the DCO in accordance with the results of the log analysis. DCO shall co-ordinate and provide all the support for such requirements during the entire project tenure.
- g) Adoption of policies and procedure, compliances, guideline or standards as defined by CIL.
- h) Provide integration and user support on all supported servers, systems etc.
- i) Troubleshoot problems with desktop/server relationship issues and overall aspects of a LAN & WAN environment. Problems shall be logged in at the Help Desk and resolved as per the SLAs defined in this NIT (ref. section 5.0-Service level).
- j) Manage and monitor system configuration, performance and activity of all servers/systems.
- k) Document containing configurations of all server/system, IT infrastructure etc.

### **3.1 Network Management:**

The objective of this service is to ensure continuous operation and upkeep of the LAN & WAN infrastructure at the CIL DC and office complex including all active and passive components as details at Annexure XXI. The scope excludes maintenance of WAN links, which shall be the responsibility of respective ISP/ Agency. However, for overall functioning of the CIL Data Center, the selected bidder shall be responsible to coordinate with ISP team for WAN link related issues.

The services to be provided for Network Management shall include the followings:

- a) Ensuring that the CIL LAN network is made available on 365x24x7 basis as per the prescribed SLAs (ref. section 5.0-Service level).
- b) Attending to and resolving network failures and issues.
- c) Support and maintain the overall network infrastructure including but not limited to LAN passive components, routers, switches etc.
- d) Configuration and backup of network devices/ equipment, NMS including documentation of all configurations.
- e) 365x24x7 monitoring of the network to spot the problems immediately.
- f) Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers.

### **3.2 Backend Services**

The successful bidder shall be required to maintain and support all the Backend Services (if added during pendency of CAMC) implemented at the CIL DC. The services include:

- Directory / authentication Services for LAN users
- User rights & policies for LAN users

### **3.3 IT Security Administration Services:**

The Scope of CAMC under this NIT would include the Management of security devices, including, firewall/NGFW/UTM services to restrict network protocols and traffic, detecting any unwanted intrusions or unauthorized access to networks, systems/ servers, services, applications or data from viruses. However, AMC/replacement of spares of such security devices not listed in the equipment list of the NIT (Annexure-XXI) shall not be in the preview of this contract.

**3.4 Backup / Restore Services** Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups. Taking & storing Back-ups periodically & restoration as & when required to restore a system.

### 3.5 Physical Infrastructure Management and Maintenance Services

All the devices installed in the Data Centre as part of the physical infrastructure shall be monitored and managed on a 24x7x365 basis. The physical infrastructure management and maintenance services shall include:

- a) Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the successful bidder.
- b) The successful bidder shall maintain sufficient stock of spare parts and provide adequate onsite and offsite spare parts and spare components to ensure that the SLA is duly complied during the entire contract period. To provide this service it, is important for the successful bidder to have necessary back-to-back arrangement with the respective OEMs / vendors. The successful bidder shall be required to provide a copy of the back-to-back agreement/**purchase order/relevant documents confirming the back-to-back support taken from respective OEM till the end of contract/ end of life of equipment as mentioned in the NIT, directly with OEM or through OEMs authorized channel partners. Considering the vitality of Data Centre IBMS system, it will be preferred that the successful bidder shall take back-to-back support from the respective OEM/OEM authorized partner for smooth functioning.**
- c) Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet these standards, penalty will be imposed on DCO, as per the specified in the SLA.
- d) The successful bidder shall also be required to maintain log/records of all maintenance activities for the CIL DC & IT equipment/components comes under the scope of this CAMC NIT.
- e) Maintenance & repair of Civil related jobs such as flooring, ceiling, doors, electrical light fittings are not in the purview of this contract, however any defect needs repair/replacement shall be brought in to the knowledge of CIL for necessary repair/rectification.
- f) The maintenance/diagnosis/replacement/repair of OFC cable of CIL within CIL office complex including slicing/jointing, testing etc. shall be within the scope of this contract.

### 3.6 Maintenance Activities

DCO shall carry out the Preventive & reactive maintenance of CIL DC, IT infrastructure / components. This includes carrying out the necessary repairs and replacement of defective parts wherever needed to keep the service & operation levels of the DC, IT & non-IT equipment of CIL DC in proper working order as per the requirements of the SLA. Such preventive maintenance shall not be carried out during the normal office Hours (i.e. 9:30 am to 5:30 pm on working days) of CIL DC operations. DCO shall be required to maintain the Log Book for such preventive and reactive maintenance activities. For such preventive maintenance, DCO shall inform to CIL and obtain written consent of GM/HOD (E&T), CIL or his authorized representative prior to undertake the activity. For Scheduled and Preventive Maintenance by DCO for the Hardware /or Software /or Active /or Passive shall be carried out with prior intimation or with written permission from CIL in advance. Preventive Maintenance should be carried out at least once in every quarter, which would include the followings:

- i. Checking, testing and rectifying for any loose contacts in the cables & connections for the respective infrastructure and equipment.
- ii. Run diagnostics tests on respective infrastructure and equipment.
- iii. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.  
DCO operator needs to maintain cleanliness within CIL DC.
- iv. . Ensuring that proper dressing, lacing of wire/cable shall be done as per the established standards.
- v. Ensuring that wiring diagrams are updated, whenever there are modifications. vi. Ensuring the management of rack space equipment as needed.
- vii. Ensuring that all Software, Tools (CD/DVD/Pen drive), OEM Documentation (Knowledge base), CILDC documentation (with Manuals), other or backup tapes/ disks and other media are kept properly labelled and organized in Catalogue.
- viii. Carrying out and verifying back-ups consistency on regular interval.
- ix. Checking and listing all wear and tear of the equipment and site environment.

- x. Ensuring no flammable material is present.
- xi. Clearing up of any unnecessary items or Spares in the CIL Data Center or Office Premises.

#### 4.0 Minimum resources required for operation & maintenance, management support

S. No.	Description	Min Qualification, Relevant Experience & Certifications	Min. No. of Manpower
1	Network Administrator/ Expert (Team Leader) Required to be deployed 6 days in a week & as and when required.	B.E/B.Tech with min 01 year post qualification working experience in IT field  Or CCNA/ CCNP with min 01year working experience in IT field.	01 (onsite during CIL's working hours)
2	DC & IT Infrastructure Support Engineer/ Supervisor. Required to be deployed 6 days in a week & as and when required.	Science Graduate/ Diploma/CCNA with min. 01 year working Experience in IT field	04 (onsite to be deployed as per CIL's requirement as & when required)
3	Technical staff for Operation & Monitoring of DC & IT Infrastructure in shifts (Minimum 1 person in each shift to cover 24x7).	Science Graduate/ Diploma/ITI with min. 06 months working Experience in IT field	05 (onsite at CIL to be deployed in shifts )

The bidder shall ensure that the resource persons mentioned above so deployed at CIL have ample experience to perform the day to jobs like Video Conferencing, LAN/WAN trouble shooting, DC monitoring & operation, etc. independently as per CIL requirement. The successful bidder shall ensure availability on 24X 7 basis onsite support at CIL and shall provide a single point of contact for all operation, maintenance and management issues on day to day basis. In case of non-availability of required support as above, CIL shall deduct proportionate amount on pro-rata basis from the offered price for the said services i.e. Onsite Technical Support for operation, coordination and maintenance of above systems as per BOQ of NIT". The successful bidder shall provide an escalation matrix for non-resolved issues to ensure the SLA commitment. In the event of any specific issue not being resolved by onsite support team, the bidder may deploy person with competency/expertise for timely resolution to maintain the SLA of the NIT.

#### 5.1 SERVICE LEVEL AGREEMENT (SLA)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the DCO to Client (CIL) for the duration of this contract.

The objective of this SLA is to:

- Trigger a process that applies DCO's and Client's attention to an aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that Client has for performance from the DCO.

The DCO and CIL on quarterly basis shall review the performance of the services being provided by the DCO and the effectiveness of this SLA.

## 5.2 Category of the SLA

This SLA document shall provide minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The DCO shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the DCO (Successful Bidder) shall be reviewed by CIL that shall encompass the following measures:

- i. Regularly check performance of the DCO against this SLA.
- ii. Discuss escalated problems, new issues and matters still outstanding for resolution.
- iii. Review of statistics related to rectification of outstanding faults and agreed changes.
- iv. To obtain suggestions for changes to improve the service levels.

The SLA has been designed logically segregated as per the following categories:

1. Data Centre and DC IT equipment related service levels- Listed at Section 5.2 (A).
2. IT Infrastructure related service levels - Listed at Section 5.2 (B).
3. Passive Components related service levels - Listed at Section 5.2 (C).

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

## 5.3 Service Levels

Following section outlines the service level indicators & and the target performance levels to be maintained by the Agency during the contract period. This shall be used to track and report performance on a regular basis. These SLAs shall be strictly imposed, and if required by CIL, third party audit/certification agency may be deployed for certifying the performance of the Agency against the target performance metrics as outlined in the table below. The SLA will be measured on Quarterly basis.

### A. Service Levels – Data Centre and DC IT equipment :

The non-performance deduction during warranty/AMC for Data Centre along with UPS system, PAC and IBMS, IP-PBX, Core switches, Wi-Fi Controllers, Other Servers /Signage servers deployed in DC (including the OS, Software and database running on it) shall be regulated as under:-

Sl. No.	Actual Availability During Warranty/AMC	Non-performance deduction
1.	More than or equal to 99.8%	Nil
2.	Less than 99.8% but More than or Equal to 99.3%	2 % of QMC Charges
3.	Less than 99.3% but More than or Equal to 98.8%	4 % of QMC Charges
4.	Less than 98.8% but More than or Equal to 98.3%	6 % of QMC Charges
5	Less than 98.3% but More than or Equal to 97.8%	8 % of QMC Charges
6.	Less than 97.8% but More than or Equal to 97.0%	10 % of QMC Charges

Note: Calculation of Availability:

$$\% \text{ Availability of each system/equipment} = ((\text{POT}-\text{PMT}-\text{DT}) / (\text{POT}-\text{PMT})) * 100$$

The Lowest availability among all systems under this category will be considered as the availability period for Data Centre and DC IT equipment towards non-performance deduction.

**B. Service Levels – IT Infrastructure related service levels**

The non-performance deduction during warranty/AMC for IT Infrastructure consisting of LAN Availability (Different Systems under this category are L2/L3 switches, VC end points with VC display units, Audio conferencing systems, Signage display units) shall be regulated as under: -

Sl. No.	Actual Availability During Warranty/AMC	Non-performance deduction
1.	More than or equal to 99.5%	Nil
2.	Less than 99.5% but More than or Equal to 99.0%	2 % of QMC Charges
3.	Less than 99.0% but More than or Equal to 98.5%	4 % of QMC Charges
4.	Less than 98.5% but More than or Equal to 98.0%	6 % of QMC Charges
5.	Less than 98.0% but More than or Equal to 97.5%	8 % of QMC Charges
6.	Less than 97.5% but More than or Equal to 97%	10 % of QMC Charges

Note: Calculation of Availability:

% Average Availability of each system =  $((\text{POT}-\text{PMT}-\text{DT}) / (\text{POT}-\text{PMT})) * 100$

The Lowest availability among all systems under this category will be considered as the availability period for IT infrastructure service towards non-performance deduction.

**C: Passive Components related Service Levels:**

The non-performance deduction during warranty/AMC for passive IT Infrastructure consisting of (LAN / WAN) Passive Network in category like OFC Connections, user LAN/PC connection points, Telephone distribution points, Analog telephone instruments shall be regulated as under:-

Sl. No.	Actual Availability During Warranty/AMC	Non-performance deduction
1.	More than or equal to 99.0%	Nil
2.	Less than 99.0% but More than or Equal to 98.5%	2 % of QMC Charges
3.	Less than 98.5% but More than or Equal to 98.0%	4 % of QMC Charges
4.	Less than 98.0% but More than or Equal to 97.50%	6 % of QMC Charges
5.	Less than 97.5% but More than or Equal to 97.0%	8 % of QMC Charges
6.	Less than 97.0% but More than or Equal to 96.0%	10 % of QMC Charges

Note: Calculation of Availability:

% Average Availability of each category =  $((\text{POT}-\text{PMT}-\text{DT}) / \text{POT}-\text{PMT}) * 100$

The Lowest availability among all categories under this service level will be considered as the availability period for passive components towards non-performance deduction.

**Note:** All the above SLA will be measured Quarterly basis. However, in all such cases maximum penalty per quarter shall be limited to maximum 10% of QMC. Also, the total penalty during the entire contract period shall limited to maximum 10% of the total contract value. The breakdown time will be counted till the restoration of a fault / repair of the equipment/module either through repair or temporary replacement of the equipment provided by the bidder without hampering the operation and overall efficiency of the system. In case of temporary arrangement, the original equipment/module shall be restored/repaired back with in a period of maximum 30 days. If repair / replacement exceeds one month, the entire period will be taken as breakdown period and penalty will be calculated and deducted accordingly.

In Case if the penalty deduction of 10% per quarter becomes effective in three consecutive quarters, CIL reserves the right to terminate the contract and forfeit the Bank Guarantee & Security deposit of successful bidder.

**5.4 Non- performance deduction / calculations:**

These availability requirements are associated to Non- Performance deduction necessitated to ensure the uptime availability and delivery of service as per the SLA.

The availability requirements shall remain effective and during C AMC (Comprehensive Annual Maintenance Contract) period. Non- Performance deduction during these periods shall be calculated using the formula given below.

The Successful bidder shall be required to maintain logs (in soft copy / hard copy) for each of the service provided and shall provide necessary reports, which will help in ascertaining the service levels and calculation of Non- performance penalty. All these logs shall be made available to CIL (as and when required) for observation and monitoring of performance.

CIL shall permit a maximum of 16 hours duration aggregated downtime per quarter for the purpose of preventive maintenance (as part of scheduled downtime) of Data Centre and IT Infrastructure. The same can be spread in maximum of (04) four intervals in any quarter during the CAMC period. The downtime for scheduled maintenance (regular/recurring activities like cleaning of equipment, space management, file system management, patch application etc. which may need shut down of System/Equipment) shall be on mutually agreed basis between CIL and the successful bidder. To reduce this time, various maintenance activities for this purpose may be clubbed together with suitable planning.

*However, for special activities such as up gradation of firmware, OS, up-gradation of IT infrastructure, IP scheme change/IP Phones/Voice VLAN (as & when the need may arise), etc. which are not regular in nature, a separate schedule may be proposed by the CAMC holder to CIL on mutually agreed basis. The successful bidder and this would be excluded from the calculation of downtime. During the process of repair/maintenance, if any civil /electrical job is required, CIL will arrange the same and delay on part of such work (not in the scope of this NIT) shall be excluded from calculation of downtime. Delay in rectification/restoration due to consumables in the scope of CIL as per consumable list (given at Section 6.0) will be excluded from calculation of downtime. VC system (MCU, VC Recording & VC Call manager) will be excluded from the calculation of downtime.*

**Abbreviations:**

“QMC” Refers to Quarterly maintenance Charges (Total Contract value per quarter without GST)

“POT” means the Power ON Time (in Hours) i.e. Total hours in one quarter (24 \* number of days in the quarter).

“PMT” means the Scheduled Preventive Maintenance time (in Hours) (Limited to maximum of 16 Hours in a quarter for both DC & IT infrastructure combined)

**Non-Availability:** Shall be defined as, when the service(s)/ System is not serviceable or under complete breakdown.

**Severity Level 1:** Shall be defined as, the Service is available but any critical redundant components have failed and there is urgent need to fix the problem to restore these services to the high availability Status or more than 10% Data/Voice users (Approx. 550 LAN (data) users and 550 PBX (voice) users or more than 10% equipment of a system are affected by breakdown as such.

**Severity Level 2:** Shall be defined as, when the Service is available but there is scope for relaxation on the features available in the system and the CAMC holder will be required to fix the problem to restore or less than 10% Data/Voice users (Approx. 550 LAN(data) users and 500 PBX(voice) users) or less than 10% equipment of a system are affected.

**Response Time :** represents the period of time taken by the CAMC holder from the point of time of problem occurrence till the time when the problem is first attended by the successful bidder’s technical staff.

**Recovery time:** represents the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and shall not necessarily include routine cause of problem occurrence.

**Resolution time :** represents the period of time from the point of fault occurrence to the time duration in which the root cause of the problem is rectified and a permanent fix has been provided.



**“DT” means Downtime (in Hours) and shall be calculated as follows:**

Total downtime (DT) = Total breakdown period - Max. Resolution time allowed as per the level of severity as mentioned in Table-1

Note:

- For calculation of downtime, fractional hours shall be rounded off to next higher hour.
- In case of failure of equipment, w h i c h impacts multiple services, then downtime shall only be calculated for the most critical service having highest level of severity i.e. there would be no duplication of downtime in any such cases.
- Downtime shall be calculated for each incidence reported in any quarter and cumulative duration of such downtime(s) shall be applied for calculation of availability and penalty as well.
- In case of gas leakage of any PAC (precision air conditioner at DC), the testing period by filling nitrogen/neutral gas shall be excluded from down time subject to a maximum of 24 hrs. However, proper functioning of redundant operation of PACs at that location to maintain the room temperature shall be ensured by the successful CAMC Holder.

Table - 1

Sl. no.	Service / System	Severity	Response Time (max)	Recovery Time (max)	Resolution Time (Max)
1	Data Centre ( comprising all in-house equipment including UPS system, PAC & IBMS), IP-PBX systems, Core switches, VC system (MCU, Recording & Call manager ), Wi-Fi Controllers, Other Servers /Signage servers deployed in DC	Non - Availability	30 minutes	3 hours	12 hours
		Severity Level 01	1 hour	4 hours	18 hours
		Severity level 02	1 hour	8 hours	24 hours
2	Systems like L2 switches, VC end points with display, Audio conferencing systems, Signage Display Units	Non-Availability	30 minutes	3 hours	18 hours
		Severity level 01	1 hour	4 hours	24 hours
		Severity level 02	1 hour	8 hours	30 hours
3	Passive Network in category like OFC Connections, user LAN/PC connection points, Telephone distribution points, Analog telephone instruments	Non-Availability	30 minutes	3 hours	18 hours
		Severity Level 01	1 hour	4 hours	24 hours
		Severity Level 02	1 hour	8 hours	30 hours

**IMPORTANT NOTE:** Penalty towards any repair/replacement of defective component of VC Equipment (MCU with Scopia path Finder & Single PRI Gateway, Recording & Call manager) as mentioned at serial no.1 will not be deducted from the bidder as the above VC equipment is covered under separate warranty (not in the scope of this tender), However, bidder shall provide support for, operation, configuration, fault finding and diagnosis, monitoring etc. for smooth operation. Response and recovery time for the said VC system will be applicable.

#### 6.0 Consumable List:

During the period of execution of CAMC the consumables required for maintaining the optimal level of SLA, the scope for providing the consumables shall be as mentioned below:

S/N	Description of consumables	Will be provided by	Remarks
1	a) Batteries for UPS b) Batteries for remote, Cordless Mic, other battery power operated devices.	CIL	a) UPS Batteries: <b>The bidder shall intimate CIL well in advance (at least 3months prior) about replacement of batteries. Either CIL will procure or CIL will pay the cost on actuals.</b> However, the process of replacement (removing, re-connecting, testing etc.) shall be done by the bidder. b) Batteries for remote, mic: Rechargeable/dry cell batteries will be provided by CIL as and when needed.
2	Fluid for Novec 1230 System	CIL	The bidder shall inform in writing to CIL well in advance (at least 3months prior) about replacement of fluid. Either CIL will procure or CIL will pay the cost thereof as actual. However, the process of refilling (refilling, testing, etc) shall be made by the CAMC holder.
3	Optical Fibre cables, Cat-6/Cat-5 Cables, Telephone (Indoor & outdoor) cables	CIL	The bidder shall intimate CIL well in advance assessing the requirement on case-to-case basis.
4	Projector LAMP	CIL	CIL shall pay the cost on actual / purchase of such lamp for projectors as per equipment list. However, CAMC holder shall ensure that LAMP needed is replaced based on joint inspection report between CAMC holder & CIL/OEM of the equipment.
5	All other passive components, cables/cords, LIU/ Patch panels, connectors, HDMI/VGA cable & connectors, Patch cord, i/o box, pig-tail, other fire extinguisher refilling of gas required in DC, PAC/AC gas etc (not specified in NIT) as and when required.	Bidder	The bidder shall maintain sufficient stock of such items at CIL to maintain SLA. The bidder shall provide all tools, tackles, like Laptop, LAN tester, Digital Multi-meter, OTDR, OFC jointing/slicing tools/kits, RJ45/RJ11 punching tools, Krone punching tools etc. Repair / replacement of LTE power distribution cables and LTE panel inside DC to UPS and to PDU, Racks shall be within the scope of the contract/bidder. The bidder shall ensure the availability of at least 3nos of Laptops with connectors at site for day-to-day operation of VC & meetings in addition to the Laptop required for trouble shooting/monitoring. The bidder shall maintain sufficient stock at site of different type of converters/connectors/cables suitable for different make of Laptops to be connected for VC / presentation & other meeting requirements.

## Note:

The bidder shall replace any defective component including passive under the scope of CAMC with same compatibility make or in extreme case of non-availability of same, an equivalent or higher standard components accepted by GM/HoD (E&T) or his authorized representative shall be provided.

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Chapter – 3

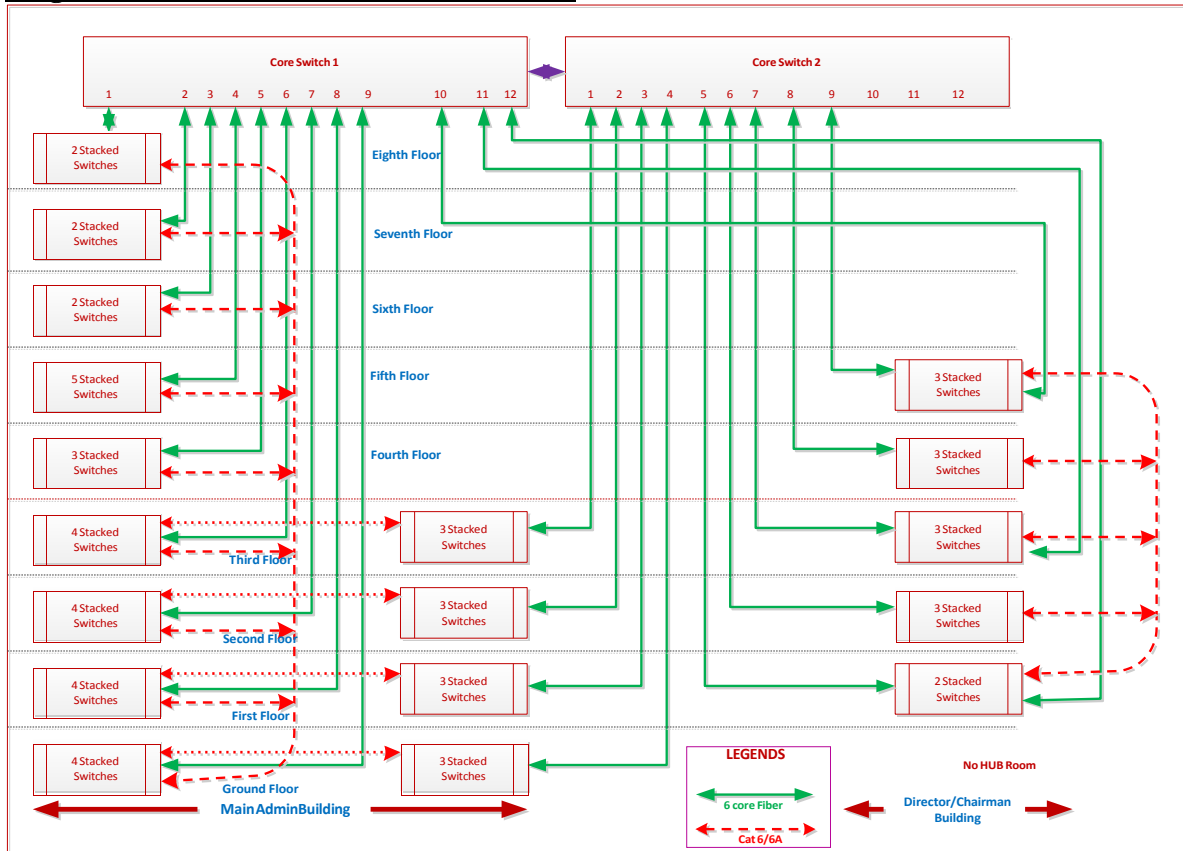
**(LIST OF EQUIPMENT: REFER TO “ANNEXURE – XXI”)**

**DIAGRAMS**

**COAL INDIA LIMITED  
COAL BHAWAN, PREMISES NO.04-1111, AF-III  
ACTION AREA 1A, NEW TOWN, RAJARHAT, PIN-700 156.**

**Diagrams**

**Diagram-1 : Coal India Network Architecture**



**Diagram-2 : Overall Architecture**

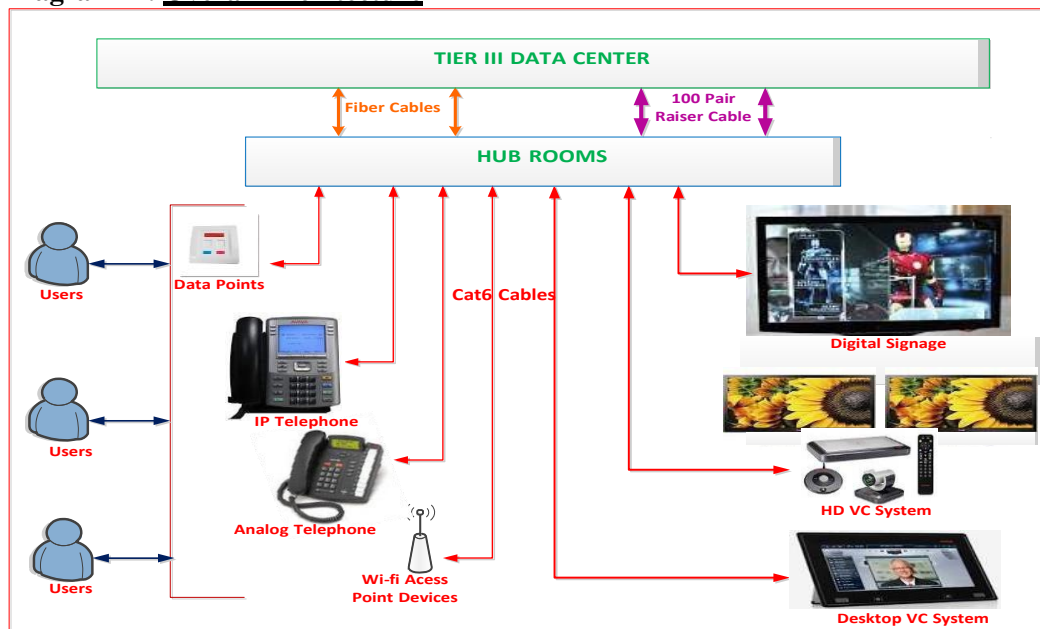


Diagram-3 : **Logical OFC Diagram**

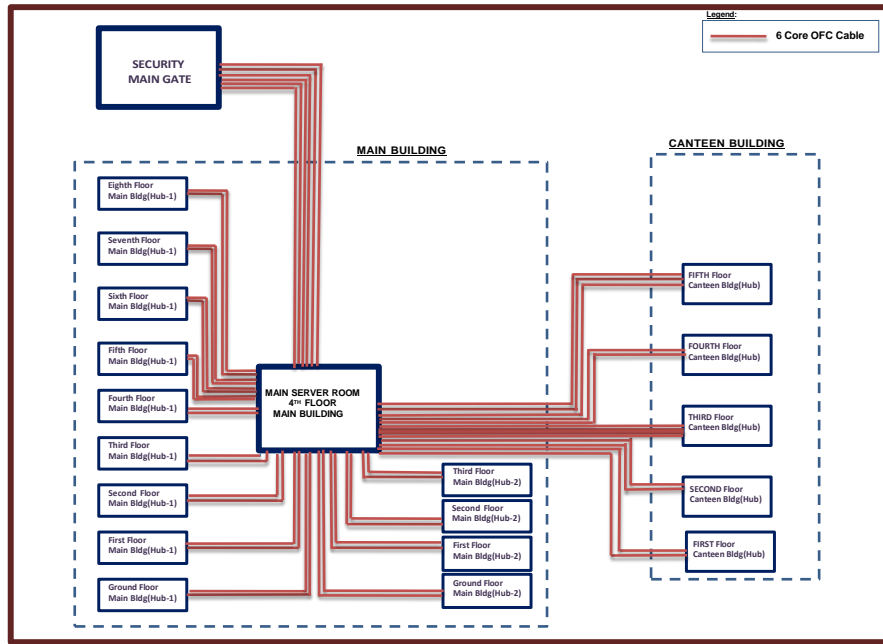
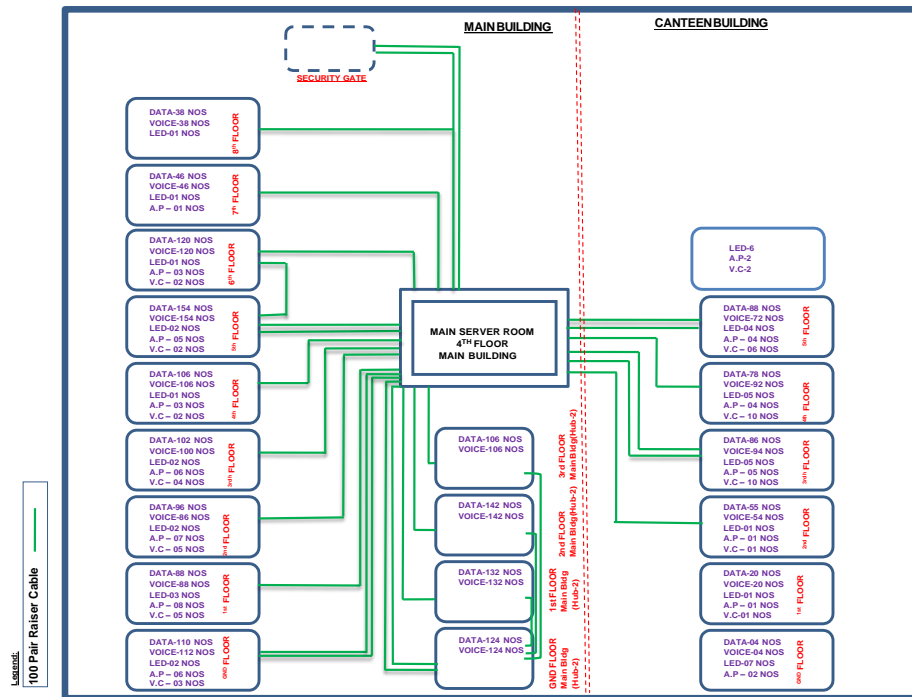


Diagram-4 : **LOGICAL raiser cable DIAGRAM OF COAL INDIA LIMITED, RAJARHAT**



Note : All the above diagrams are indicative only, actual deployment may vary and the bidder may visit the site to assess the entire network as per NIT.



**Chapter – 4**

**(GENERAL TERMS AND CONDITIONS)**

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means the Coal India Limited / **Subsidiary**, represented at Head Quarters of the Company by the General Manager (Civil) or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.
- ii) The word "**Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.
- iii) The word "**Contractor/ Contractors**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- iv) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.
- vii) "**Engineer-in-charge**" shall mean the officer nominated by the company in the E&T Engineering cadre/ discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer-in-Charge/Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge/Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.
- viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
- ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi) "**Schedule of Rates**" referred to in this condition shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

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

- a) In the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.
- b) In the case of other types of contracts the total sum arrived at based on the individual rate(s)/percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

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

xiv) **"The constructional plant"** means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

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

xvi) **"Department"** means the E&T Department of Coal India Limited.

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

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

xix) **"Drawings"/"Plans"** shall mean all:

- a) Drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- b) working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- c) subsequent working drawings furnished by the owner in phases during progress of the work, and
- d) Drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xx) **"Codes"** shall mean the following, including the latest amendments, and/or replacements, if any:

- a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
- b) Indian Electricity Act and Rules and Regulations made there under.
- c) Indian Mines Act and Rules and Regulations made there under.
- d) Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

## 2. Contract Documents and Miscellaneous Provisions:

The following documents shall constitute the contract documents:

- i) Articles of Agreement.
- ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Section 02- Scope of work of NIT (Chapter 02).
- v) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.
- vi) Frozen terms & conditions / technical parameters and revised offer, if any.
- vii) Specifications/scope of Work, if any.
- viii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- ix) Contract drawings and work programme (if any).
- x) Non-Disclosure Agreement.
- xi) Integrity Pact (If applicable).
- xii) Guidelines for Banning of Business.



xiii) Any other document if required.

**2.1** The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

**2.2** The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

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

**2.4** The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**2.5 Acceptance of Offer:**

“Letter of Acceptance”- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

**3. Discrepancies in contract documents & Adjustments thereof**

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

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings (If any).
- d) General specifications.
- e) BIS Specifications.

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

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

**4.1 Security Deposit:**

**4.2** Security Deposit shall consist of two parts:

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

**4.3 Performance Security** (first part of security) should be 3% of annualized value of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

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

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of “Coal India Ltd.,” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “CIL0066312” in field no. “7037” of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

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

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to CIL.

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Earnest Money/Bid Security deposited in the form of Demand draft may be adjusted against the security deposit (Performance Security) at bidder’s option.

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

- (a) it shall be issued, at Bidder’s option, either
  - (i) by Scheduled Bank or
  - (ii) a foreign bank, located in India and acceptable to the employer.
 and the Bank having a local operative branch at the place of business of the beneficiary in whose favour BG is furnished.
- (b) it shall be issued as per the format in Annexure- XIII of the General Terms and conditions of the Contract and procedures as per the notes to the said format of bank guarantee.
- (c) it shall be issued by the issuing bank on behalf of contractor in favor of Coal India Limited and it shall be in paper form as well as Structured Financial Messaging System (SFMS).
- (d) The validity of Bank Guarantee shall be for a period of year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.
- (e) ) Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- (f) Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum two year from the date of issue of such letter.

In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

4.4 All running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.

The Retention Money amount may be refunded against equivalent Bank Guarantee, in the form given in the bid document only for values above Rs. 25 lakhs. The validity of the Bank Guarantee shall be for 270 days beyond the period of contract or extended period of contract, if any.

Bank Guarantee, if to be submitted by the Contractor for refund of Retention Money,

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

(i) By Scheduled Bank or

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

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

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

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

#### ~~3.5 Deleted~~

~~6~~ In case of Abnormally Low Bid, CIL may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

#### 4.7 REFUND OF SECURITY DEPOSIT:

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

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

#### ~~4.8 DELETED~~

#### ~~4.9 DELETED~~

#### ~~4.10 DELETED~~

### 5. Deviations/Variations in Quantities and Pricing.

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

**5.1** The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

**5.2** The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

**5.3** If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer-in-Charge as follows:

a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rates shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials, labour etc.

c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material, labour etc.-

d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the CIL as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. GM/HoD(E&T) of the company or his authorized representative for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

**5.4** Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate/supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

**5.5** Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:

a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. GM/HoD (E&T) of the company or his authorized representative, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.

b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM/HoD (E&T) of the company or his authorized representative, if it is analyzed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order / agreement value/approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.

**5.6 DELETED.**

**5.7** The time of completion of the originally contracted work shall be extended by the company in the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows: -

(i) In the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

**5.8** The company through its Engineer-in-Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-in-Charge. No claim from the Contractor shall be entertained/accepted on these grounds.

**5.9** In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

## **6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work whichever is later.

**6.1** If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.

In addition, the department shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.

**6.2** If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ half percent ( $\frac{1}{2}$  %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) )  $\frac{1}{2}$  % of the contract-value of group of items/revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) ) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

**6.2.1** The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Clause 6.2.

**6.2.2** The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

**6.2.3** The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

**6.2.4** In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

Further Earnest Money/Performance Security forfeited will be inclusive of GST.

**6.3** The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

**6.4** Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) Force Majeure:

- i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

- b) Serious loss or damage by fire and abnormally bad weather.
- c) Non-availability of stores which are the responsibility of the company to supply as per contract.
- d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

- e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
- f) Non-availability or breakdown of tools and plant to be made available or made available by the company.
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

~~6.4.1A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.~~

~~Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.~~

~~6.4.2The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer in Charge within 1(one) month of the date of receipt of such request.~~

~~6.4.3The opinion of the Engineer in charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer in charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion.~~

~~The opinion of the Engineer in charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the GM(Civil)/CM(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.~~

~~6.4.4Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.~~

~~6.4.5When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.~~

~~In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer in Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.~~

~~The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Engineer in Charge.~~

## ~~7.Deleted~~

## 8. QUALITY ASSURANCE:

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/explanations thereof, if necessary.

**9.Deleted****10. Termination, Cancellation, Suspension and Foreclosure of Contract:**

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

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

Or

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

Or

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

Or

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

Or

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

Or

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

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

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

**10.2** On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers:

- a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.
- b. To give the contractor or his representative of the work 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time



notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security (if any), at the disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

### **10.3 Suspension of Work:**

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) On account of any default on the part of the contractor, or
- b) For proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) For safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the

work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty-five) days, the contractor will be compensated on mutually agreed terms.

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

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.
- b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.
- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

**10.4.01** The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 10.4 (a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

## **11. Carrying out Part Work at Risk & Cost of Contractor.**

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

## 12. Completion Certificate / Defect Liability Certificate:

On completion of the work and notifying the same by the contractor to the Engineer-in-Charge, Completion certificate shall be issued by the Engineer-in-charge only in the event the work is completed satisfactory in every aspect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however be made as per relevant clause of the contract.

## 13. Additional Responsibilities of the Contractor(s)

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

i) The company reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) ~~Deleted~~

iii) The contractor / contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

In no case any structure condemned by the Engineer-in-Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules,1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

vii) ~~Deleted~~

viii) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

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

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

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

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

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

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

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

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

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

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

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

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District

Authorities before full and final payment.

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

x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/piece rated work.

xiii)a) ~~Deleted~~

b) ~~Deleted~~

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii)The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer-in-Charge can impose a levy upon the contractor up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days' notice to the contractor.

xviii) **Insurance** – The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

a). In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in instalments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.

b). Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

~~e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.~~

**THE CLAUSE 13(xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.**

~~xix) Deleted-~~

~~xx) Deleted~~

~~xxi) Deleted-~~

~~xxii) Deleted~~

~~xxiii) Deleted~~

~~xxiv) Deleted-~~

~~xxv) Deleted-~~

~~xxvi) Deleted-~~

xxvii) In case of death of contractor's worker due to COVID-19, the contractor shall pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs to the eligible dependent of deceased contractor's worker (to the same dependent family members of the deceased contractor's worker, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have to be paid) which shall be reimbursed by CIL/Subsidiary concerned on submission of death certificate from State Government authorities to this

effect. Other statutory dues as being paid on the death of contractual employee shall be paid as per entitlement. This ex-gratia amount would not be paid in case the death of contractual employee who is on long unauthorized absence.

#### **14. Defects Liability Period:**

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing.

b) Deleted

**14.1** A programme shall be drawn by the contractor and the Engineer-in-Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

#### **15.5. Deleted.**

#### **16. 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 Engineer-in-charge 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.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to GM/HoD (E&T), CIL. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

#### **16A. 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 16.

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

#### **Sole Arbitration:**

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 of this Contract.

(a) 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.

(b) 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 the Union of India.

Contracts with Partnership firm/ Joint Venture:

The Partnership firm /Joint Venture is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

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

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

### **19. Guidelines for Banning of Business:**

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.

2. The contracting entity may be banned in the following circumstances :-

- i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
- ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
- iii) If L-1 bidder fails to start the work on scheduled time.
- iv) In case of failure to execute the work as per mutually agreed work schedule.
- v) Continued and repeated failure to meet contractual Obligations:
  - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
  - b. On termination of contract.
- vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
- vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
- viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
- ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
- x) Contractor fails to renew the securities deposited to the department.
- xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
- xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
- xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.



3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
  4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
  5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
  6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
  7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
    - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
    - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
  8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
  9. Any change on the above may be done with approval of FDs of CIL.
  10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
  11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.
  12. In case of any conflict regarding duration of ban between Cl No. 19 of GTC & Cl No. 3 of e-tender Notice, in such cases Cl. 3 of E-tender Notice shall prevail.
  20. The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.
-

### eTender Portal User Agreement

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

#### **A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER**

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
  - a. Cancellation of my/our bid/contract (as the case may be)
  - b. Forfeiture of EMD. Action in this shall be taken as per Clause No. 3 of e tender Notice.
  - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

#### **B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT:**

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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

[www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in) is an e-procurement portal of Coal India Limited/its Subsidiary.

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

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

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

**Bidder Registration, Password and Security:**

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

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

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

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

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

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrolment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

**Modification of software:**

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

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

**System Requirements:**

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

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

- (a). Incorrect use of the e-Tender System, or;

(b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;

(c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

#### **Contents of Tender Information:**

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

#### **Bid Submission Acknowledgement:**

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

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

#### **Upload files:**

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

#### **User Conduct:**

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

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

#### **Amendments to a tender published:**

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

#### **Special Admonitions for International Use:**

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

#### **Links:**

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

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

#### **Miscellaneous:**

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

#### **Governing Law:**

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

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

#### **Modification of terms of Agreement:**

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

#### **Policy and Security:**

##### **General Policy:**

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

#### **Information Collected:**

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

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

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

The date and time you access our portal;

The pages you visit

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

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

**Use of Cookies:**

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

**Security:**

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

**Email/ SMS Notifications:**

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

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**Tender Document**

**Chapter – 5**

**(ANNEXURES)**

**COAL INDIA LIMITED  
COAL BHAWAN, PREMISES NO.04-1111, AF-III  
ACTION AREA 1A, NEW TOWN, RAJARHAT, PIN-700 156.**

**FORMAT FOR LETTER OF BID**

**Letter of Bid**

To  
The Tender Committee  
Coal India Limited

Sub: Letter of Bid for the work of “**Comprehensive Annual Maintenance Contract (CAMC) of Data Centre equipment and IT Infrastructure of Coal India Ltd., office complex at Kolkata for a period of 3 years.**”

**Ref.:** NIT No.: .....

**Tender Id No.**

Dear Sir,

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

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

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

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

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

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

Should this bid be accepted, we agree to furnish Performance Security within **stipulated date** and commence the work within **stipulated date**. In case of our failure to abide by the said provision, **Coal India Limited** shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ **work order** /award and to act as per cl No. 3 of e-tender Notice and also ban us from participating in future tenders as per the tender document.



**PROFORMA FOR UNDERTAKING**

We solemnly declare that:

1. I/We am/are submitting Bid the work of “**Comprehensive Annual Maintenance Contract (CAMC) of Data Centre equipment and IT Infrastructure of Coal India Ltd., office complex at Kolkata for a period of 3 years.**” against Bid Notice No. .... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We do not have relationship with any other participating bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. **Bid Security Declaration:** If I/we withdraw or modify our bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bids document, I/we will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.
9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc. as per the tender document.

**Annexure-III**

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.**

1. Name of the Bidder .....

2. Address of the Bidder: .....

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

E-mail Id .....

Permanent Account Number .....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

Date :

Signature of the Party / Authorised Signatory

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

Banker's Stamp

Date :

Signature of the Authorised official

from the Bank)

- ~~Annexure IV Deleted~~
- ~~Annexure V Deleted~~
- ~~Annexure VI deleted~~
- ~~Annexure VII Deleted~~
- ~~Annexure VIII Deleted~~
- ~~Annexure IX Deleted~~
- ~~Annexure X Deleted~~
- ~~Annexure XI Deleted~~

**BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL**

**IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL**

To

.....  
.....

Re: Bank guarantee in respect of contract No.....  
Dated..... between ..... (Name of the .....)

And ..... (Name of the contractor)

**WHEREAS**

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract dated.....(herein after called the said contract) with ..... (name of the Company) (hereinafter called “the Company”) to execute ..... (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and 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 contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

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

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ..... day of ..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be 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 Contract has been fully carried out by the Contractor and he has discharged the guarantee.

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

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

\* The date of guarantee shall cover a period of minimum one year or 270 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)  
(Name)  
(Designation)  
(Code number)  
(address)

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

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

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

**PROFORMA OF BANK GURANTEE FOR PERFORMANCE**

**SECURITY**

To

.....  
.....

Re: Bank Guarantee in respect of Contract No.....Dated.....  
Between ..... (Name of the company) and .....  
(Name of the Contractor)

**WHEREAS**

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

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

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

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and 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 contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

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

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

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

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any

indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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 ..... or such lesser sum as may then be deemed to the Company and as the Company may require.

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

\* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

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

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

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

**JOINT VENTURE /CONSORTIUM AGREEMENT**

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned State)

This Joint Venture /Consortium agreement is made on this .....day of.....

**AMONGST/BETWEEN**

M/s....., having its registered Office at .....

Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture / Consortium with.....and Sign all documents/ agreements on behalf of M/s..... (hereinafter referred to as”.....”)

**AND**

M/s....., having its registered Office at .....

Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as”.....”).

The expressions M/s .....and M/s.....Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “Joint Venture/ Consortium/Parties” and individually as “Joint Venture /Consortium Partner/Party”.

WHEREAS M/s.....and M/s.....agreed to form a Joint Venture / Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of “.....”

(herein after referred to as “Project”) under.....(Name of Company (hereinafter referred to as “the principle Employer”).

The Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to as “Joint Venture /Consortium Agreement”) to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

**1) FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.**

The parties under this Agreement have decided to form a Joint Venture/ Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture /Consortium shall be “.....” (hereinafter called the “Joint Venture /Consortium”)
- b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....

- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.
- d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
  - i) The Joint Venture /Consortium fails to obtain qualification from the Employer.
  - ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.
  - iii) The Employer cancels the Project.
  - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party.
  - v) Both parties agree to terminate this Agreement in writing.
  - vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

**2) LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture / Consortium and is responsible for performing a key function in contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture /Consortium and also all the partners of the Joint Venture / Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture /Consortium partners

M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture /Consortium.

**3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE/ CONSORTIUM.**

Each constituent party of the Joint Venture /Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

<u>JV / CONSORTIUM Partner Name</u>	<u>Position in the respective Company</u>
M/s.....	.....
M/s.....	.....

**4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.**

4.1 The parties agree that their respective participation share (hereinafter called „Participation Share“) in the

Joint Venture /Consortium shall be as follows:

M/s..... : .....% (.....per cent)  
 M/s..... : .....% (.....per cent)  
 and  
 M/s..... : .....% (.....per cent)



- 4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.
- 4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

## **5) JOINT AND SEVERAL LIABILITIES.**

All partner of Joint Venture /Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

## **6) WORKING CAPITAL**

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

## **7) BID SECURITY:**

Bid Security, Performance Security and other securities shall be paid by the Joint Venture /Consortium except as otherwise agreed.

## **8) PERSONNEL & EQUIPMENT**

Team of Managers / Engineers of all the partners of the Joint Venture/ Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

## **9) NON-PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE /CONSORTIUM.**

- a) As between themselves, each Party shall be fully responsible for the fulfilment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfilment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture /Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.

**10) BANK A/C.**

Separate Bank A/c. shall be opened in the name of the Joint Venture/ Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture /Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture/Consortium shall be discharged through the said Joint Venture/ Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture /Consortium shall be through that account alone.

**11) LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES.**

The Joint Venture /Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

**12) TAXES.**

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

**13) EXCLUSIVITY**

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

**14) MISCELLANEOUS:**

a. Neither party of the Joint Venture /Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture / Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.

b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

**15) APPLICABLE LAW**

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For .....

For.....

Signature \_\_\_\_\_

Signature \_\_\_\_\_

(Name & Address)

(Name & Address)

.....

.....

(Official Seal)

(Official Seal)

Place .....

Place .....

Date .....

Date .....

Witness

Witness

Signature .....

Signature .....

(Name & Address)

(Name & Address)

.....

.....

Annexure-XIV-A

CONSENT TO ARBITRATION CLAUSE 16 and 16A  
(Applicable in case of partnership firm/JV)

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

(Name, Signature and Seal of Partners of Partnership  
Firm/JV)

**PRE CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure .....(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

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

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

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

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

#### Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

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

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

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

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

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

#### Section 4 - Compensation for Damages

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

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

#### Section 5 - Previous transgression

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

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Section 8 - Independent External Monitor

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

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

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

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

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

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

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

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

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

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

#### Section 9 - Pact Duration

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

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

#### Section 10 - Other provisions

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

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

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

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

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

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)



**PROFORMA FOR EXECUTION OF CONTRACT**  
**STAMP PAPER**  
**(of appropriate value as per Stamp Act)**

This agreement is made on ..... day of ..... between ( Name of Company ) having its registered office at ..... (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and ( Name of the Contractor ) carrying on business as a ( partnership/ proprietorship/ Ltd. Co. etc. ) firm under the name and style ..... (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents, which are annexed to this agreement, should be deemed to form and be read and construed as part of this agreement viz.
  - i) Annexure-A Tender Notice (Page. to.)
  - ii) ) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page .... to ...) and Safety Code.
  - iii) ) Schedule-B The probable Quantities and Amount (Page ... to ...)
  - iv) ) Schedule-C Negotiation letters –
  - iv) ) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
  - v) Schedule-E Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs. ....( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ other form (details to be furnished) .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2<sup>nd</sup> part of security deposit) as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name \_\_\_\_\_ Signature

Address :

Occupation :

Signed by Sri .....on behalf of Signature

(Name of Company) in presence of -

a) Name : Signature

b) Address: .

~~Annexure-XVII-Deleted~~Annexure-XVIII**PROFORMA FOR UNDERTAKING****(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

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

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

**OR**

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

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

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

Or

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

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

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

Or

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

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

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

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

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

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

**5. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and**

will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

(Where applicable, evidence of Competent Authority shall be attached.)

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

Annexure-XIX

**\*\*\*PROFORMA FOR UNDERTAKING\*\*\***

**(To be uploaded by the bidder on its Letter Head during submission of bid online)**

I/We hereby declare that I/We will execute back-to-back agreement/purchase order (if work is awarded to our firm) for the OEMs as mentioned at Clause 9.b, S.No. 05 of NIT, directly with OEM or through OEMs authorized channel partners for back to back support to maintain the SLA of the NIT, including spares, patches for the mentioned equipment for next 3 years (entire contract period) **from date of commencement of the contract or till the end of life of the equipment declared by the respective OEM as mentioned in Point no E-III of scope of work (Chapter-2)** and submit the same before entering into the contract with CIL.

**Signature of the bidder / Authorized  
Signatory**

**Items in BOQ of Equipment at CIL Data Center & IT Infrastructure**

S.No.	Item Category & Brief Description	Quantity (No. Of Quarters)
a	Data Center equipment as per details in "Annexure XXI", Sl no A of NIT.	12
b	i. L2/L3 Switches as per details in Annexure XXI Sl no. B (1) (Network Component) of NIT	5.5
	ii. Core Switch as per details in Annexure XXI Sl no. B (2) (Network Component) of NIT.	3.2
	iii. All other Network Component, as per details in Annexure XXI Sl no. B (except i. & ii. above) of NIT.	12
c	Wi-Fi Component as per details in "Annexure XXI ", Sl no. C of NIT.	12
d	Digital Signage as per details in "Annexure XXI ", Sl no. D of NIT	12
e	Video Conference as per details in "Annexure XXI ", Sl no E of NIT.	12
f	Audio Conference as per details in "Annexure XXI ", Sl no. F of NIT.	12
g	IP-PBX System as per details in "Annexure XXI ", Sl no. G (a & b) of NIT	12
h	Passive Components as per details in "Annexure XXI ", Sl no. H of NIT	12
i	24x7 Onsite Technical Support for operation, coordination and maintenance of above systems as per NIT	12

Summary & Brief Description of Equipment ( CIL Data Center & IT Infrastructure)				"Annexure XXI"
Sr. No.	Item Category & Brief Description	Make	Model	Quantity (in numbers)
<b>A. Data Center Equipment</b>				
<b>i. Cooling Unit</b>				
1	Precision Packaged Cooling Unit along with extended piping kit complete with check valves, solenoid valves, copper piping, cables, 56 nos of air and return air grill.	Schneider	TDAV1021AN011 (6 Nos) & TDAV0721AN002 (2 Nos)	8 Nos
<b>ii. Electrical Package &amp; UPS</b>				
1	Main LT Panel	Adlec	Adlec	2 Nos
2	Utility Panel	Adlec	Adlec	2 Nos
3	175 KVA (N+N) High Efficiency UPS with Hot Swappable Power and Battery Modules (Cost of Replacement of batteries during the contract period will be provided / borne by Coal India Ltd)	Schneider-APC	QUPS- QSBA99586-00	2 Nos
4	UPS input and Output Panel	Adlec	Adlec	2 Nos
5	Distribution Board including surge arrester for each phase ( for Light DBs Only)	Schneider	Schneider	1 Nos
6	Distribution Board including surge arrester for each phase ( for Raw Power DBs Only)	Schneider	Schneider	1 Nos
7	Distribution Board including surge arrester for each phase ( for UPS DB other than IT Load)	Schneider	Schneider	1 Nos
8	Distribution Board for Emg Light, Power sockets: 8 Way TPN	Schneider	Schneider	1 Nos
9	UPS Output Panel / PDU	Schneider- APC	PDPM 277H	2 Nos
10	Transformers ( Rating 160 KVA K13 Isolation transformer, 3- Phase and 50 Hz Frequency )	ELMAS	ELMAS	2 Sets
<b>iii. IBMS</b>				
1	Access Control System considering Biometric (Server room entry) and Proximity Controller (Other Entries) including 2 Nos- Biometric Reader, 08 Smart Card Reader, 08 Double leaf Magnetic Lock, 16 Magnetic contact, 08 Break Glass Unit	Honeywell (OES)	Honeywell (OES)	1 Set
2	Fire Detection System considering Addressable Photo electric type smoke detector with blinking LED, Microprocessor panel, including 18 Nos Fire Extinguser ( 14Nos CO2-3KG & 4 Nos ABC-2KG ) , 3 Nos Access Contol Panel, 06 Nos Exit Push Button, 3 Nos Powe Point.	Honeywell (OES)	Honeywell (OES)	1 Set
3	Novec 1230 ( 4 nos cylinders) based Fire Suppression System along with VESDA for Server Room Battery Room and UPS cum Electrical room including control panel, actuators, cylinder manifolds, supervisory switch, piping, fitting and all other accessories except fluid, Cylinders (3 NosAspiration Panel, 14 Nos Sampling Point True ceiling, 14 Nos False Ceiling , 2 Nos Hooter )	Nitin 1230	Nitin 1230	1 Set
4	CCTV System considering DVM for 15 day recording storage including 10 Nos fixed Dome camera, 1 PTZ Camera.	Honeywell	Dome ( HIDC_P_1100EV), PTZ ( HISD-0371WE)	1 Set

5	TCP/IP Based Building Management System including 1 Nos DDC Controller, 3 Nos two port terminal server, 01 PC with 17" Monitor.	Honeywell	Honeywell		1 Set
6	Water leak detection system and Rodent Repellent System including 01 Nos Sounder, 04 Nos Interface JB.	Le One	Le One		1 Set
7	Public Announcement System including 23 Ceiling Speakers, 01 Call Station keypad, 01 Panel Amplifeir	BOSCH	BOSCH		1 Set
<b>B. Network Componets</b> Details in "Annexure-LB"					
1	<b>L2/L3 SWITCHES</b> (L2 Managed Switch With 24-port 10/100/1000BASE-T PoE+ switch with 4 SFP+ 10G slots and 2 fixed power supplies as well loaded with Min 2 Nos 10G SR MM module with transceiver.)	AVAYA	4826GTS-SW54		57 Nos
2	<b>Core Switch</b> ( Gigabit Layer 3 Managed Advanced Modular L3 Switch with 8 slots , 1+1 RPS Power supply, Stacking Module and Cable, min 12 Nos SR 10G MM Module with transceiver and 24 Port Giga Copper port included)	AVAYA	8010 CMHS		2Nos
3	Open platform NMS (Software)	HP	Network Node Manager i	1 Nos	CAMC of this item not in the scope of the NIT. IMP: Please refer "Note: "C" at the bottom of the Summary & Brief Description of Equipment.
4	<b>Lenovo think Server for NMS</b> (Windows Server 2008 R2 Standard 64-bit, Processor: Intel Xeon CPU E3-1226V3@3.30 GHz, Installed memory (RAM) : 4GB , HDD: 2 Tb )	Lenovo- Think Server- TS140 ( Tower type)	00721H		1 No.
5	17" TFT flat panel colour monitor for IP KVM	Aten	CL1000M		1 Nos
6	<b>IP KVM switch</b> (8 Port PS/2-USB KVM on the NET)	Aten- Master ViewTM Max	CS1708i		1 Nos
7	<b>lenovo Think Server</b> (Windows Server 2008 R2 Standard 64-bit, Processor: Intel Xeon CPU E3-1226V3@3.30 GHz, Installed memory (RAM) : 4GB , HDD: 2 Tb )	Lenovo- Think Server- TS140 ( Tower type)	00721H		1 No
<b>C. Wi-Fi Component</b> Details in "Annexure-LC"					
1	<b>WLAN Controller</b> (WLAN Controller inbuilt with 2 Nos of 1G ports for uplinks.)	AVAYA	8100(AVAYA)		2Nos
2	<b>WiFi APs</b> (WLAN UltraThin AP, 2 Radios 802.11abgn, Internal Ant., FE,802.3af PoE enabled)	AVAYA	WLAN AP 8120		57 Nos
3	<b>Desktop System</b> (Windows Server 2008 R2 Standard 64-bit, Service Pack 1, Processor: Intel R Xeon R CPUE3-1220V3@3.10 GHz, Installed memory (RAM) : 4GB , HDD: 1 Tb )	HP	HP		1 Nos
<b>D. Digital Signage System</b> Details in "Annexure-LD"					
1	<b>Digital Signage :</b> <b>a) Desktop System including keyboard, Mouse, 17" Monitor</b> ( Windows 7 Ultimate, 64-bit, Service Pack 1, Processor: Intel i5-3470 CPU @ 3.20 GHz Installed Memory (RAM) : 4GB, HDD: 256 GB ) <b>b) Software-</b> STP-02 Niche Streme Manager	HP	HP-Proliant ML10		1 Nos
2	<b>Live Streaming Desktop System</b> ( Windows 7 professional, 64-bit, Service Pack 1, Processor: Intel i7-CPUES2609@ 2.50 GHz Installed Memory (RAM) : 6GB, HDD: 500 GB )	SuperMicro	SuperMicro		1 Nos
3	<b>Signage Media Player</b> (encoder/ Windows Embedded) including software and accessories	Samsung / Streme Player	SyncMaster WS-STAND		42 Nos



4	LCD Display for Signage	Samsung	MD 40B, MD 46B & MD 55B	42 Nos (4 Nos 55", 2 Nos 46" and 36 Nos 40")
<b>E. Video Conference System</b>				
<b>Details in "Annexure-LE"</b>				
1	<b>Radvision MCU</b> (Support 40 sites with HD 720p @ 30 FPS and having two dedicated 10/100/1000 Mbps Ethernet interface for diverse IP Communication, and supporting Live Video Resolution- CIF upto 1080p, Video Codecs: H.261,H.263,H.263+,H.263++,H.264. & interoperate with multiple vendors endpoints) -- including Scopia pathFinder & Single PRI Gateway, Digital Video Recording software and Video Conferencing Manager software.	AVAYA	a) MCU- ScopiaElite 6000. b) PathFinder & PRI Gateway- Radvision	1 Set  <b>CAMC of this item not in the scope of the NIT, IMP; Please refer "Note: B" at the bottom of the Summary &amp; Brief Description of Equipment.</b>
2	<b>Servers (with RPS)</b> (Windows Server 2008 R2 Enterprise 64-bit, Installed memory (RAM) : 8GB , HDD: 3Nos of 7.2K/SAS 1 TB)	HP	HPE DL60 Gen 9 4LFF CTO	2 Sets
3	55" LCD Display for VC with remote & accessories	LG / Samsung	55 WI30 (LG) , MD 55B (Samsung)	24 Nos (20 nos LG & 4nos Samsung)
4	VC end points having a) Codec b) Camera along with Mic, remote and related accessories	AVAYA	a) Codec- Radvision /XT5000. b) Camera- Radvision/EVI-HD7V	12 Sets
<b>F. Audio Conference</b>				
<b>Details in "Annexure-LF"</b>				
1	<b>Wireless Touch Panel Controller with Processor</b> ( Processing Speed: 257 MIPS, On-board Memory: 36MB, INPUT/OUTPUT: (8) programmable digital/analog input and digital outputs; IR ports: 8 programmable simultaneous outputs/one-way RS232, Ethernet: RJ45 for 10/100 BaseT, Computer Port: RS232 for console use, LED Indicators).	Crestron	CP2E C 17 Pack + STI 1700C	01 Set
2	DVD / CD Recorder ( having recording on CD/DVD R/RW and flash drive media with 220-240V AC single phase power supply.	Panasonic	DMR EH 69	4 -Set
3	<b>Video / Data Projector</b> ( Laser and LED hybrid technology Projector, 1 with Iris Contrast ratio and 16:9 4:3 Aspect Ratio containing Full color(16.7 million) with Ceiling mounting Kit & 120" Motorised screen.	NEC & Casio	M 361 XG (NEC) & XJ-H1700 (CISCO)	04 Nos ( 02 nos NEC Make & 2 nos Casio Make ) Along With 04 Nos Motorised Screen 120"
4	<b>Wireless Handheld Microphone</b> ( with trans-receiver of automatically selectable channels, LCD in receiver, 40 mw ( Typical ) RF transmitter output, 220-240AC/DC adapter operated receiver / controller.	Shure	SLX -24/SM-58 & SVX288/PG58	03 Nos- (SLX -24/SM-58) & 4 Nos- (SVX288/PG58)  (Total = 07 Set)
5	<b>Wireless clip-on lavalier</b> ( with transceiver of automatically selectable channels, LCD in receiver, battery operated , 220240AC/DC adapter operated receiver / controller.	Shure	SLX-14/93 & SVX14/PG185	02 Nos - ( SLX-14/93) & 02 Nos- (SVX14/PG185)  (Total= 04 Set)
6	<b>Feedback reducer</b> ( 2 nos. input & 2 nos. output which compatible with power amplifier and audio mixer.	Shure	DFR22	5-Set
7	Power Amplifier	Crown	XLS 1000	5-Set
8	<b>Audio Digital Mixer</b> ( 26 nos. of channel with fast acting, noise free mice selection, with 220-240V AC single phase power supply)	Biamp	Nexia CS	10 Nos
9	<b>Ceiling Speakers</b> ( two-way co-axial 8Ω speaker 6.5" polypropylene cone, mounted in the ceiling.	Tannoy	CVS 4 Micro	20 Nos

10	<b>Table embedded Microphone</b> ( with Elect ret Condenser element, Cardioid Polar Pattern, 150 Ohm +/- 10% Impedance.	Shure	MX 395	33 Nos.
11	<b>Computer Graphics Video &amp; Stereo Audio Distribution Amplifier</b> (High Bandwidth - 400MHz (-3dB). HDTV Compatible. Input and Output Audio Level Control. Flexible Control Options - Front panel, RS-485, RS-232, Ethernet, iPhone App & IR remote (included).Power Supply - 100-240V AC.	Kramer	VP- 411Ds & VP- 4x4K	5 -Set
12	<b>457mm Gooseneck Microphone</b> ( With Elect ret Condensor element, Cardioid polar Pattern with push to talk button)	Shure	MX418D/C	39 Nos
13	<b>Wireless handheld microphone with trans receiver</b> ( UHF wireless with minimum operating range of 200 feet, LCD in receiver, transmitter having mute/on-off/select button)	Shure	SLX-24 / SM-58	2 -Set
14	<b>Network Programmable DSP Systems</b> (with 12 Analog Inputs, 8 Analog Outputs, 12 Channels of AEC Processing with auto Gain Control and Noise Cancellation, Input Impedance 3.0 kΩ)	BLU	101	4 -Set
15	<b>Multi Channel Amplifier</b> (with 8 Channels, Sensitivity 1.4 V, rated Power Output 75W per CH @ 4 Ω )	Crown	CT 875	1-Set
16	<b>Power Amplifier</b> (Rated output 240 W power Consumption 238 W ( EN60065), 520 W (AC operation at rated output)	TOA	A2240	1 Nos
17	<b>High Output indoor Background Loudspeaker</b>	JBL	Control 25T	8 Nos
<b>G. IP-PBX System</b>		<b>Details in "Annexure-LG"</b>		
<b>a) For CIL Office Complex : IP-PBX system complete with software, standard features consisting of:</b>				
1	Card ( Trunks Analog, PRI, BRI, T1/E1/E1R2 )	Avaya	EM 200	8 Nos
			G430	5 Nos
2	IP Office	Avaya	500VZ	1 Nos
3	Analog Telephone	Aastra	7147a	500 Nos
4	D-Link Switch (DGS-1210-28, 28-port Gigabit Web Smart Switch)	D-Link	DGS-1210-28	2 Nos
5	HP Servers ( 2-Port auto-sensing 10/100/1000 Mbps LAN Switch- With Linux Operating System) , SAS HDD - 2*300 GB in RAID 1, RAM- 8 GB, IPO 6.3	HP	HP Proliant DL 360G7	2 Nos
<b>b) For CIL VIP Guest House : IP-PBX system complete with software, standard features consisting of:</b>				
1	IP office 500v2 control unit	Avaya	500V2	1 Nos.
1.1	IP Office Distribution Unit		46USC0002UKRF E103-0	02 Nos.
2	D Link Switch (DGS-1210-28, 28-port Gigabit Web Smart Switch)	D-Link	DGS-1210-28	1 Nos.
3	<b>L2/L3 SWITCHES</b> (L2 Managed Switch With 24-port 10/100/1000BASE-T PoE+ switch with 4 SFP+ 10G slots and 2 fixed power supplies as well loaded with Min 01 Nos 10G SR MM module with transceiver.)	AVAYA	4524GT-PWR	01 Nos.
4	Avaya Servers (Dell r210 small server, processor 3.1 Ghz, 12 GB RAM, 1 CPU, HDD 250 GB), IPO r11.0.4 (service pack-4)	Avaya	Power Edge 210 II	02 Nos.

H. Passive Components			
Sr No	Item Category & Brief Description	Make/Model	Quantity (in numbers)
1	Server Racks with 600mm (W) X 1200mm (D) X 1991mm (H).	Emerson	16
2	Network Racks with 750mm (W) X 1200mm (D) X 1991mm (H).	Emerson	14
3	CAT 6 information outlets non PCB pyramid type for LAN TV points	Schneider- Actassi	82
4	CAT 6 information outlets non PCB pyramid type for Patch Panels.	Schneider- Actassi	82
5	Keystone Duplex Face Plates.	Schneider- Actassi	139 (41 + 41+57)
6	Unloaded CAT 6 Patch Panels for accommodating 24 port termination for Data.	Schneider- Actassi	18 (9+9)
7	12 Port LC type 19" Rack Mount Fibre Sliding Enclosure 1U size loaded.	Schneider- Actassi	18 (9+9)
8	48 Port LC type 19" Rack Mount Fibre Sliding Enclosure 1U size fully loaded.	Schneider- Actassi	10 (2+2+6)
9	6 Port LC type 19" Rack Mount Fibre Sliding Enclosure 1U size fully loaded	Schneider- Actassi	2
10	6U Racks with all accessories ( cable manager, fans,PDU etc)	Schneider- Actassi	87
11	Heavy duty 42Ux600x1000 Integrated Server Rack Frame.	1 no. Schneider- Actassi & 1 no. Valrack	2 (1+1)
12	3 Gangs ( Gangs Comprising of VGA + Mini Audio; RCA + S-Video USB + HDMI)	Schneider- Actassi	48 (36 + 12)
13	RJ45 CAT6 information outlets for APs.	Schneider- Actassi	114
14	RJ45 CAT6 information outlets for Loading the patch panels.	Schneider- Actassi	114
15	RJ45 CAT6 information outlets for Data.	Schneider- Actassi	400
16	Dual RJ-45 CAT6 information outlets in a duplex adjustable outlet jack, deskmount Faceplates for data all user tables.	Schneider- Actassi	995
17	CAT 3/RJ 11 information outlets for voice all user tables.	Schneider- Actassi	1,658
18	Keystone Singlex Face Plates.	Schneider- Actassi	480
19	Keystone Duplex Face Plates for voice all user tables.	Schneider- Actassi	817
20	Metal Enclosure (Pop-up Box) consisting 3 Nos of RJ45 cat6 outlets.	Schneider- Actassi	80
21	Cat 6 patch panels for accommodating 24 port termination for data.	Schneider- Actassi	102
22	Cat 6 Un-Shielded Patch Panels for accommodating 24 port termination for Access Rack to Distribution Rack Connectivity.	Schneider- Actassi	65
23	110 Connector System Consisting 110Kit (Crone Block).	Schneider- Actassi	108
24	110 Connector System Consisting 110Kit- Main 110 Voice Cross-Connectivity-EPABX slide (Crone Block).	Schneider- Actassi	48
25	600mmW X 800mmD-42U ( CRCA Steel Frame with Alumunium) Rack	Valrack	2
26	1U Horizontal cable Manager	Schneider- Actassi	50
27	24 Port LC type 19" Rack Mount Fibre Sliding Enclosure 1U size- Support LC type sliding upto 48 Fiber Core)	Schneider- Actassi	39
28	48 Port LC type 19" Rack Mount Fibre Sliding Enclosure 1U size.	Schneider- Actassi	6

Note: A) The above descriptions of equipments and software release version are indicative only. Bidders has to verify, inspect the entire equipment and installation on their own cost, risk without interfering the operation of the system. Any accessories, modules installed with any system but not indicated herewith has to be covered under the CAMC. The detailed model nos and serial nos of each component mentioned in Annexures are also indicative only. The successful bidder shall verify the details and prepare a final list of all items/equipments mentioned in the summary list and installed in CIL network in presence of CIL representative for CAMC / backend support from respective OEMs. Any mismatch of make, model and serial no of any equipment mentioned in the NIT with actual physically available has to be correctly documented by the successful bidder for maintaining the SLA of the NIT.

B) Warranty coverage/Maintenance for 1. Radvision MCU (including Scopia pathFinder & Single PRI Gateway), 2. Digital Video Recording Software and 3. Video Conferencing Manager Software will not be under the scope of this CAMC, however, the bidder will be responsible for the operation, configuration, fault finding and diagnosis, monitoring, etc. which may be required for the functioning of the video conferencing system as and when required by CIL. Since the indicated systems will remain under warranty with the OEM directly through CIL, Liaisoning with the OEM related to this warranty will be responsibility of the bidder.

C) Warranty coverage/Maintenance for 1. NMS (Software) will not be under the scope of this CAMC, however, the bidder will be responsible for the operation, configuration, fault finding and diagnosis, monitoring, etc. which may be required for the functioning of the NMS. Since the indicated systems will remain under warranty with the OEM directly through CIL, Liaisoning with the OEM related to this warranty will be responsibility of the bidder.

A. Data Center Equipments				"Annexure-LA"
<b>i. Cooling Unit Details</b>				
Sr. No.	Item Category	Make	Model	Sl. No.
1	Precision Packaged Cooling Unit	Schneider	TDAV1021AN011	ZK1447007770
2	Precision Packaged Cooling Unit	Schneider	TDAV1021AN011	ZK1447007769
3	Precision Packaged Cooling Unit	Schneider	TDAV1021AN011	ZK1447007768
4	Precision Packaged Cooling Unit	Schneider	TDAV1021AN011	ZK1407006520
5	Precision Packaged Cooling Unit	Schneider	TDAV1021AN011	ZK1407006517
6	Precision Packaged Cooling Unit	Schneider	TDAV1021AN011	ZK1407006518
7	Precision Packaged Cooling Unit	Schneider	TDAV0721AN002	ZK1437000109
8	Precision Packaged Cooling Unit	Schneider	TDAV0721AN002	ZK1437000110
<b>ii. Electrical Package &amp; UPS Details</b>				
Sr. No.	Item Category	Make	Model	Sl. No. (if available)
1	Main LT Panel	Adlec	Adlec	i) E/201-1/4091 ii) E/201-2/4091
2	Utility Panel	Adlec	Adlec	i) E/202-1/4091 ii) E/202-2/4091
3	175 KVA (N+N) High Efficiency UPS with Hot Swappable Power and Battery Modules	Schneider-APC	QSBA99586-00	i) QD1443120905 ii) QD1443120906
4	UPS input and Output Panel	Adlec	Adlec	NA
5	Distribution Board including surge arrester for each phase ( for Light DBs Only)	Schneider	Schneider	NA
6	Distribution Board including surge arrester for each phase ( for Raw Power DBs Only)	Schneider	Schneider	NA
7	Distribution Board including surge arrester for each phase ( for UPS DB other than IT Load)	Schneider	Schneider	NA
8	Distribution Board for Emg Light, Power sockets: 8 Way TPN	Schneider	Schneider	NA
9	UPS Output Panel / PDU	Schneider- APC	PDPM 277H	i) P11435160025 ii) P11435160030
10	Transformers	ELMAS	ELMAS	i) 01/4514,01 ii) 02/4514,01
<b>iii. IBMS Details</b>				
Sr. No.	Item Category	Make	Model	Sl. No. (if available)
1	Access Control System considering Biometric (Server room entry) and Proximity Controller (Other Entries)	Honeywell	Honeywell	NA
2	Fire Detection System considering Addressable Photo electric type smoke detector with blinking LED, Microprocessor panel, including 18 Nos Fire Extinguisher.	Honeywell	Honeywell	NA

3	Novac 1230 based Fire Suppression System	Nitin 1230	Nitin 1230	NA
4	CCTV System considering DVM for 15 day recording storage	Honeywell	Dome ( H1DC_P_1100EV), PTZ ( H1SD-0371WE)	Dome (NA), (PTZ S/N- 15081002304 )
5	TCP/IP Based Building Management System including 1 Nos DDC Controller, 3 Nos two port terminal server.	Honeywell	Honeywell	NA
	01 PC with 17" Monitor (including Softwares) Configuration: Windows 7 Professional 32 bit, Processor- Intel® Core™-3240 CPU, Memory: 4096 MB RAM	HP	HP Pro 3330 Micro Tower	INA406SJ75
6	Water leak detection system and Rodent Repellent System	LeOne	LeOne	i) 18211
7	Public Announcement System	BOSCH	BOSCH	i) 405032530800459192

**B. Network Component****"Annexure-LB"**

Sr. No.	Item Category	Make	Model	Sl. No.
1	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H804F
2	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80GW
3	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP252H805F
4	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80EP
5	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP196H807T
6	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80MT
7	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80JJ
8	L2/L3 Switch	AVAYA	4826GTS-SW54	15JP252H80CV
9	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP252H8065
10	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H8058
11	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H802G
12	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H803J
13	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H802R
14	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP196H807V
15	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80JP
16	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H803D
17	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP233H8058
18	L2/L3 Switch	AVAYA	4826GTS-SW54	15JP5030D01F
19	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP252H80H3
20	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80H4
21	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H8046
22	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80YL
23	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP233H8070
24	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H809X
25	L2/L3 Switch	AVAYA	4826GTS-SW54	14JP333H8087
26	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H804K
27	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP093H803M
28	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80M7
29	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP252H8060
30	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H802M
31	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H8077
32	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP252H806L
33	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H809T
34	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H8059
35	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP233H8053
36	L2/L3 Switch	AVAYA	4826GTS-SW54	16JP1860D002
37	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H800R
38	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP252H806C
39	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80K6
40	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP196H8090
41	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H8057
42	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H804K
43	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H8078
44	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP426H803M
45	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80J3
46	L2/L3 Switch	AVAYA	4826GTS-SW54	14JP333H80J5
47	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP252H8068
48	L2/L3 Switch	AVAYA	4826GTS-SW54	17JP1800D019
49	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H80FD
50	L2/L3 Switch	AVAYA	4826GTS-SW54	12JP442H805H
51	L2/L3 Switch	AVAYA	4826GTS-SW54	15JP245H8051
52	L2/L3 Switch	AVAYA	4826GTS-SW54	12JP240H8002
53	L2/L3 Switch	AVAYA	4826GTS-SW54	14JP464H806E
54	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP276H80F2
55	L2/L3 Switch	AVAYA	4826GTS-SW54	13JP245H80M0
56	L2/L3 Switch	AVAYA	4826GTS-SW54	15JP252H808J
57	L2/L3 Switch	AVAYA	4826GTS-SW54	17JP4240D002
Sr. No.	Item Category	Make	Model	Sl. No.
1	Core Switch 1	AVAYA	Ethernet Routing Switch 8010CMHS	SSPNDV098J
2	Core Switch 2	AVAYA	Ethernet Routing Switch 8010CMHS	SSPNDV09F8

Sr. No.	Item Category	Make	Model	SI. No.
1	open platform NMS software	HP	Network Node Manager i	NA
Sr. No.	Item Category	Make	Model	SI. No.
1	Lenovo Think Server for NMS	Lenovo- Think Server-TS140	00721H	PC0B2J0M
Sr. No.	Item Category	Make	Model	SI. No.
1	KVM-LCD Console	Aten	CL1000M	R8D1C002C6F0031
2	IP KVM switch	Aten- Master ViewTM Max	CS1708i	Z3C7N008DE60118
Sr. No.	Item Category	Make	Model	SI. No.
1	Lenovo Think Server	Lenovo- Think Server-TS140	00721H	PC0B2J0L

C. Wi-Fi Component				"Annexure-LC"
Sr. No.	Item Category	Make	Model	SI. No.
1	Controllar WLAN 1	AVAYA	Ethernet Routing Switch - 8100 (AVAYA)	LBNNMJPWB0188
2	Controllar WLAN 2	AVAYA	Ethernet Routing Switch - 8100 (AVAYA)	LBNNMJPWB01FX
3	Wifi APs (57 Nos)	AVAYA	WLAN AP 8120	NA
4	DHCP Desktop System	HP	HP	5C7335P5BC

D. Digital Signage				"Annexure-LD"
Sr. No.	Item Category	Make	Model	SI. No. (if available)
1	Digital Signage : Desktop System including keyboard, Mouse, 17" Monitor (Software- STP-02 Niche Streme Manager)	HP	HP-Proliant ML10	INA335W1MQ
2	Live Streaming Desktop Server	SuperMicro	SuperMicro	NA
Sr. No.	Item Category	Make	Model	SI. No.
1	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700039W
2	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700007R
3	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700649P
4	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700809V
5	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700083A
6	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700630Z
7	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700643J
8	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700050V
9	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700737M
10	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700552N
11	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700624F
12	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700002P
13	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700027B
14	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700739P
15	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700534F
16	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700502X
17	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD70008V
18	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700517L
19	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700904M
20	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700047E
21	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700054V
22	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700800E
23	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700032T
24	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700067V
25	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700069M
26	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700005K
27	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700022J
28	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700547F
29	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700642N
30	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD70074P
31	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700031H
32	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700755H

33	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700045L
34	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700281Y
35	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700047N
36	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700019D
37	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700542A
38	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700824T
39	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700044H
40	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700036B
41	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTRD700711M
42	Signage Media Player (encoder)	Samsung	SyncMaster WS-STAND	ZWY5HTQD700037A
<b>Sr. No.</b>	<b>Item Category</b>	<b>Make</b>	<b>Model</b>	<b>Sl. No.</b>
1	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900304B
2	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD9003281L
3	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900331X
4	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900495E
5	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900534A
6	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900542T
7	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900544K
8	40" Professional LED Newtwork Monitor	Samsung	MD40B	081ZHMEF200304K
9	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900569B
10	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900034B
11	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900042M
12	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900053H
13	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900061X
14	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900080B
15	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900081K
16	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900084A
17	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900118X
18	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900120W
19	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900121V
20	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900123T
21	40" Professional LED Newtwork Monitor	Samsung	MD40B	WG6HMGD900133W
22	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900137B
23	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900138K
24	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900142R
25	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900144J
26	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HNGD900235M
27	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900269E
28	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900274K
29	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900276Y
30	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900279D
31	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900285T
32	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900292H
33	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900298T
34	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900301V
35	40" Professional LED Newtwork Monitor	Samsung	MD40B	ZWG6HMGD900302L
36	40" Professional LED Newtwork Monitor	Samsung	MD40B	0022HNFM900501Z
37	46" Professional LED Newtwork Monitor	Samsung	MD 46B	ZWGWHMKA00056E
38	46" Professional LED Newtwork Monitor	Samsung	MD 46B	ZWGWHMKA00091X
39	55" Professional LED Newtwork Monitor	Samsung	MD 55B	ZWGAH3DD400313E
40	55" Professional LED Newtwork Monitor	Samsung	MD 55B	0022HNFM900501
41	55" Professional LED Newtwork Monitor	Samsung	MD 55B	ZWGAH3DD800075D

42	55" Professional LED Newtwork Monitor	Samsung	MD 55B	ZWGAH3DD800076E
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E. Video Conference				"Annexure-LE"
Sr. No.	Item Category	Make	Model	Sl. No. (if available)
1	Radvision MCU including Scopia pathFinder & Single PRI Gateway, Digital video recording software, Video Conferencing Manager Software	AVAYA	a) MCU- ScopiaElite 6000. b) PathFinder & PRI Gateway Radvision	i) MCU S/N- 613092 ii) Scopia pathFinder S/N- RAD13021005 iii) Single PRI Gateway S/N- 1303080025
2	Servers (2 Nos)	HP	HPE DL60 Gen 9 4LFF CTO	i) SGH752V8SW ii) SGH752V8SX
Sr. No.	Item Category	Make	Model	Sl. No.
1	VC_Codec	AVAYA	Radvision /XT5000	1309281111
2	VC_Codec	AVAYA	Radvision /XT5000	1309281078
3	VC_Codec	AVAYA	Radvision /XT5000	1307280393
4	VC_Codec	AVAYA	Radvision /XT5000	1228280233
5	VC_Codec	AVAYA	Radvision /XT5000	1307821237
6	VC_Codec	AVAYA	Radvision /XT5000	1510340364
7	VC_Codec	AVAYA	Radvision /XT5000	1413340845
8	VC_Codec	AVAYA	Radvision /XT5000	1646341017
9	VC_Codec	AVAYA	Radvision /XT5000	1307281298
10	VC_Codec	AVAYA	Radvision /XT5000	1311280342
11	VC_Codec	AVAYA	Radvision /XT5000	1306280065
12	VC_Codec	AVAYA	Radvision /XT5000	1431340718
Sr. No.	Item Category	Make	Model	Sl. No.
1	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1062836
2	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055884
3	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055921
4	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1067159
5	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055723
6	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055727
7	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055856
8	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055924
9	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055741
10	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055706
11	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1060638
12	VC_Camera	AVAYA	Radvision/EVI-HD7V	HD7VB1055937
Sr. No.	Item Category	Make	Model	Sl. No.
1	VC_Display_Unit_55"	LG	55 WI30	403KCB0B925
2	VC_Display_Unit_55"	LG	55 WI30	403KCF0B923
3	VC_Display_Unit_55"	LG	55 WI30	403KCJ20B924
4	VC_Display_Unit_55"	LG	55 WI30	403KCMR0B915
5	VC_Display_Unit_55"	LG	55 WI30	403KCQX0B908
6	VC_Display_Unit_55"	LG	55 WI30	403KCRN0B926
7	VC_Display_Unit_55"	LG	55 WI30	403KCVU0B927
8	VC_Display_Unit_55"	LG	55 WI30	403KCW0B921
9	VC_Display_Unit_55"	LG	55 WI30	403KCX0B922
10	VC_Display_Unit_55"	LG	55 WI30	403KCP0B909
11	VC_Display_Unit_55"	LG	55 WI30	405KCVU6T167
12	VC_Display_Unit_55"	LG	55 WI30	405KCPY6T168
13	VC_Display_Unit_55"	LG	55 WI30	405KCHE6T169
14	VC_Display_Unit_55"	LG	55 WI30	405KCYQ6T170
15	VC_Display_Unit_55"	LG	55 WI30	405KCQXT172
16	VC_Display_Unit_55"	LG	55 WI30	706PMKT034501
17	VC_Display_Unit_55"	LG	55 WI30	405KCGWT175
18	VC_Display_Unit_55"	LG	55 WI30	405KCLH6T176
19	VC_Display_Unit_55"	LG	55 WI30	405KCTB6T177
20	VC_Display_Unit_55"	LG	55 WI30	405KCDG6T178
21	VC_Display_Unit_55"	Samsung	MD 55B	0AFQHMF900038Y
22	VC_Display_Unit_55"	Samsung	MD 55B	0AFQHMF900010P
23	VC_Display_Unit_55"	Samsung	MD 55B	0AFQHMF900018
24	VC_Display_Unit_55"	Samsung	MD 55B	0AFQHMF900052M



F. Audio Conference				"Annexure-LF"
Sr. No.	Item Category	Make	Model	Sl. No. (if available)
1	Wireless touch pannel controler with processor	Crestron	CP2EC17 Pack + STI 1700C	i) Processor Sl no- 7170671 ii) Touch Pannel Sl no- 9703124
2	DVD / CD Recorder	Panasonic	DMR EH 69	VN3KC001027
3	DVD / CD Recorder	Panasonic	DMR EH 69	VN3KC001015
4	DVD / CD Recorder	Panasonic	DMR EH 69	VN3KC001010
5	DVD / CD Recorder	Panasonic	DMR EH 69	VN4GC001069
6	Video / Data Projector	NEC	M 361 XG	011508422240259UA
7	Video / Data Projector	NEC	M 361 XG	011508422240248UA
8	Video / Data Projector	NEC	M 361 XG	011508422240258UA
9	Video / Data Projector	Casio	XJ-H1700	A938CDAE43-026770
10	Wireless Handheld Microphone	Shure	03 Nos- SLX -24/SM-58 & 4 Nos- SVX288/PG58	i) 3NF1632934 ii) 3MB2871518 iii)3MB2868916 iv)3QE1056518 v)3QE2205838 vi)3MB2868920 vii) 3MB2868917
11	Wireless clip-on lavalier	Shure	02 Nos- SLX-14/93 & 2 Nos- SVX14/PG185	i) 3LK1463319 ii) 3LK2581334 iii) 3LK2996203 iv)3MD2354104-01
12	Feedback reduce	Shure	DFR22	i) 130752819 ii) 13752811 iii) 130752830 iv) 130752831 v) 00134163287
13	Power Amplifier	Crown	XLS 1000	i) 8500753527 ii) 8500757664 iii) 8500765014 iv) 8500765453 v) 8500932501
14	Audio Digital Mixer	Biamp	Nexia CS	i) 2195631, 2189976 ii) 2233444, 2245975 iii) 2245969, 2243658 iv) 2245972, 2243614 v) 2339404, 2366767
15	Ceiling Speakers	Tannoy	CVS 4 Micro	i) 80014960080818806030 ii) 80014960080818806031 iii) 80014960080818806020 iv) 80014960080818806021 v) 80014960121117830362 vi) 80014960121117830363 vii) 80014960121117830382 viii) 80014960121117830383 ix) 80014960121117830368 x) 80014960121117830369 xi) 80014960080814805392 xii) 80014960080814805392 xiii) 80014960121117829696 xiv) 80014960121117829695 xv) 80014960121117829694 xvi) 80014960121117829697 xvii) 8001496121117829740 xviii) 80014960121117829741 xix) 80014960121117829716 xx) 80014960121117829717
16	Table embedded Microphone	Shure	MX 395	NA
17	Computer Graphics Video & Stereo Audio Distribution Amplifier	Kramer	VP- 411Ds & VP- 4x4K	i) 3130040000151 ii) 04131066100159 iii) 03130040000142 iv) 07130957900023 v) 02140830500053
18	457mm Gooseneck Microphone	Shure	MX418D/C	NA
19	Wireless handheld microphone with trans receiver	Shure	SLX-24 / SM-58	i) 3LK2996203-01 ii) 3MB2688916-02

20	Network Programmable DSP Systems	BLU	101	NA
21	Multi Channel Amplifier	Crown	CT 875	NA
22	Power Amplifier	TOA	A2240	16F1100081
23	High Output indoor Background Loudspeaker	JBL	Control 25T	NA
<b>G. IP-PBX System</b>				<b>"Annexure-LG"</b>
<b>a) For CIL Office Complex : IP-PBX system complete with software, standard features consisting of:</b>				
Sr. No.	Item Category	Make	Model	Sl. No. ( if available)
1	Cards	Avaya	EM 200	NA
			G430	NA
2	IP Office	Avaya	500VZ	13WZ356000CP
3	Analog Telephone	Aastra	7147a	NA
4	D-Link Switch (DGS-1210-28, 28-port Gigabit Web Smart Switch)	D-Link	DGS-1210-28	i) S30Q1G4001062 ii) S30Q1G4001085
5	HP Servers (2Nos)	HP	HP Proliant DL 360G7	i) USE 333 BSTD ii) USE 333 BSTJ
<b>b) For CIL VIP Guest House : IP-PBX system complete with software, standard features consisting of:</b>				
Sr. No.	Item Category	Make	Model	Sl. No. ( if available)
1	IP office 500v2 control unit	Avaya	500V2	13WJ33600437
1.1	IP Office Distribution Unit		46USC0002UKRF E103-0	i) 12WJ132004VD ii) 14WZ33500BY3
2	D-Link Switch (DGS-1210-28, 28-port Gigabit Web Smart Switch)	D-Link	DGS-1210-28	S3Q2J4002186
3	L2/L3 SWITCHES	AVAYA	4524GT-PWR	LBNNMMD510X22
4	Avaya Servers (02 Nos.)	Avaya	Power Edge 210 II	i) 15AN25200001 ii) 14AN29400043



any information whose nature makes it obvious that it is confidential.

1.4.2 Such Confidential Information shall not include any information which: 1.3.2.1 is, at the time of disclosure, publicly known; or

1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or

1.3.2.3 the Receiving Party can demonstrate by its written records that such information was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

1.4 **'Purpose'** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.

1.5 **'Affiliate'** means any legal entity which, at the time of disclosure to it of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

1.6 **'Contemplated Agreement'** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

#### **2.1 Non-Disclosure of Confidential Information:**

2.2 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party, solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.

2.3 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:

2.3.1 any loss, theft or other inadvertent disclosure of Confidential Information, and

2.3.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.4 The Receiving Party understands and agrees that:

2.4.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

2.4.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.5 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 **Use of Confidential Information:** The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

#### **4.1 Permitted Disclosure of Confidential Information:**

4.2 The Receiving Party may disclose Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.3 The Receiving Party shall limit the dissemination of Confidential Information to its Affiliates and employees having a need to receive such information to carry out the

Purpose.

4.4 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.5 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

#### **5.1 Copying and Return of Furnished Instruments:**

5.2 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.3 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.4 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

**6.0 Non-Disclosure of Negotiations:** Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in the Clause 7 shall survive the termination of this Agreement.

#### **7.1 Term and Termination:**

7.2 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.3 This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.4 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

**8.0 Intellectual Property Rights:** All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

**9.0 Future Agreements:** Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

**10.0 Amendments:** Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

**11.0 Severance:** If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

**12.0 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Kolkata, India.

**13.1 General:**

13.2 Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, marketing materials, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

13.3 The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or marketing materials. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense (including attorney's fees) arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or marketing materials where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or marketing materials, as expressly permitted under this Agreement.

13.4 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.

13.5 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of  
Coal India Limited

For and on behalf of  
(Company Name)

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name:  
Title:

Name:  
Title: