

NOTICE INVITING TENDER (NIT)

FOR

APPOINTMENT AS AN AUCTION OBSERVER

TO UNDERTAKE

**POST BID EVALUATION OF AUCTION OUTCOME UNDER SHAKTI B (III) AND
SHAKTI B (VIII-A) LINKAGE AUCTIONS**

FOR

IDENTIFICATION OF POSSIBLE CARTELIZATION / COLLUSION IN THE AUCTION

Issued by
Coal India Ltd
Marketing and Sales Department
Coal Bhawan, Premise No. 04 MAR
Plot No. – AF – III. Action Area – IA.
New Town, Rajarhat, Kolkata – 7001

TENDER NOTICE

Document Information:

| | |
|---|---|
| Document Name | Notice Inviting Tender for appointment as an Auction Observer to undertake post bid evaluation of Auction Outcome under SHAKTI B(iii) and SHAKTI B(viii-a) auctions for identification of cartelization/collusion |
| Availability of Document | https://coalindiatenders.nic.in , www.coalindia.in , www.eprocure.gov.in |
| Type of Tender | Limited |
| Estimated Cost of Work (Including GST) (In INR) | INR 5.40 Cr |
| Earnest Money/Bid Security (In INR) | NIL |
| Cost of the Document | NIL |
| Contact Officer | GM(M&S-Commercial) Coal India Limited |
| Contact Number | 9433007210 [between 10.00 AM - 5.00 PM on office days] |

Important Timelines:

| Sl. No. | Description | Date | Time |
|---------|---|------------|----------|
| 1. | Publication of this NIT | 24.05.2022 | 11:00 AM |
| 2. | Date & Time of Pre Bid Meeting (online) | 01.06.2022 | 11:00 AM |
| 3. | Downloading of NIT Document | | |
| | (i) Start Date & Time | 24.05.2022 | 11:00 AM |
| | (ii) Closing Date & Time | 17.06.2022 | 5:00 PM |
| 4. | Seeking Clarification / providing suggestions on-line | | |
| | (i) Start Date & Time | 02.06.2022 | 11:00 AM |
| | (ii) Closing Date & Time | 15.06.2022 | 5:00 PM |
| 5. | Online Submission of Offers: | | |
| | (i) Start Date & Time | 03.06.2022 | 11:00 AM |
| | (ii) Closing Date & Time | 17.06.2022 | 5:00 PM |
| 6. | Due date of Opening of Response | 20.06.2022 | 11:00 AM |

LETTER OF INVITATION



COAL INDIA LIMITED MARKETING & SALES

Coal Bhawan, Premises No. 4 MAR, Plot no. AF-III,
Action Area 1A, New Town, Rajarhat, Kolkata - 700 156
E-mail: eauction.cil@coalindia.in
Phone: 033-7110-4138 | Fax: 033 - 2324 4229

Ref. No. CIL/M&S/Tender/201

Date: 23.05.2022

Dear Sir / Madam,

1. Coal India Limited (CIL) invites limited tender from Indian Institutes of Technology (IITs), Indian School of Mines (IIT-ISM), Indian Statistical Institute (ISI) & Administrative Staff College of India (ASCI), Hyderabad, in response to this NIT for appointment as an 'Auction Observer' to undertake post bid evaluation of Auction Outcome under SHAKTI B (iii) and SHAKTI B (viii-a) linkage auctions for identification of possible cartelization/collusion in accordance with the Terms & Conditions set out under the NIT.
2. A Bidder may be selected based on the criteria and procedure as set out in this NIT.
3. The NIT includes the following sections

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|---|
| SECTION-I: DISCLAIMER AND INTRODUCTION |
| SECTION-II: AUCTION UNDER SHAKTI B(iii) & B(viii-a) |
| SECTION-III: SCOPE OF WORK |
| SECTION-IV: INSTRUCTION TO BIDDERS |
| SECTION-V: PRICE BID |
| SECTION-VI: GENERAL TERMS & CONDITIONS |
| SECTION-VII: ANNEXURES |
| CHECKLIST AT THE TIME OF SUBMISSION OF BIDS |

4. Bidders are advised to study this NIT document carefully before submitting their proposals. Submission of a proposal in response to this NIT shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
5. The time, date and venue details related to proposal submission are mentioned in the data sheet. Proposals received after the last date of submission shall not be accepted by the system.

6. For any information and clarifications please contact the following;

GM (M&S - Commercial), Coal India Limited

Contact No. - 9433007210 [between 11.00 AM -5.00 PM on office days]

Email – eauction.cil@coalindia.in

Website – <https://www.coalindia.in>, <https://coalindiaticenders.nic.in>,

Sd/-

GM (M&S- Commercial), CIL

SECTION – I

DISCLAIMER AND INTRODUCTION

1.1 DISCLAIMER

1.1.1 This Notice Inviting Tender (NIT) is neither an agreement nor an offer by Coal India Ltd (CIL) to the Prospective Institutions (BIDDERS) or any other person. This NIT includes statements which reflect various assumptions and assessments arrived at by CIL in relation to the BIDDERS.

1.1.2 Information provided in this NIT to the Prospective BIDDERS has been collated from several sources, some of which is subject to interpretation of the applicable law. The information given is not intended to be an exhaustive account of statutory requirements and should be used as or for reference only.

1.1.3 CIL makes no representation or warranty and shall have no liability to any person, including any Prospective BIDDER under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise.

1.1.4 CIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance by any Prospective BIDDER upon the statements contained in this NIT.

1.1.5 Notwithstanding anything contained in this NIT, CIL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, process or assumptions contained in this NIT.

1.1.6 The issuance of this NIT does not imply that CIL is bound to select or shortlist any Prospective BIDDER and CIL reserves the right (without incurring any liability) to reject all or any of the Prospective BIDDERS, as the case may be, without assigning any reason whatsoever.

1.1.7 Each Prospective BIDDER shall bear all its costs associated with or relating to registration, preparation and submission of its Tender or relating to its Tender. Nothing contained in this Request for Submission of NIT shall be binding on CIL or confer any right on the Prospective BIDDERS.

1.1.8 Pursuant to this NIT, CIL will be uploading on the Electronic Platform (as defined below) the definitive document(s). In case of any inconsistency between this NIT and the definitive document(s), the definitive document(s) shall be final and shall prevail, in the manner specified under the relevant document.

1.2 INTRODUCTION

1.2.1 The Company:

Coal India Limited (CIL) is a Maharatna CPSE under Ministry of Coal, Government of India and is the single largest coal producing company in the world. It operates through its subsidiaries namely, Central Coalfields Limited (CCL), Bharat Coking Coal Limited (BCCL), Eastern Coalfields Limited (ECL), Mahanadi Coalfields Limited (MCL), South Eastern Coalfields Limited (SECL), Western Coalfields Limited (WCL), Northern Coalfields Limited (NCL), CMPDIL and North Eastern Coalfields directly under control of CIL, spread over Eight states (provinces) in India namely Jharkhand, West Bengal, Orissa, Chhattisgarh, Madhya Pradesh, Uttar Pradesh, Maharashtra and Assam. For more details may visit www.coalindia.in

1.2.2 Scheme for Harnessing and Allocating Koyala(coal) Transparently in India[SHAKTI]:

1.2.1 Govt. of India introduced SHAKTI policy vide circular no. 23011/15/2016-CPD/CLD dated 22.05.2017(available in public domain) to grant coal linkages to power producers/Independent Power Producers (IPP) through transparent process.

1.2.2 Under this policy, para B (iii) provides for granting long/medium term coal linkages to power producers/IPPs not having Power Purchase Agreement (PPA) through transparent online auction process. However, coal will be supplied to successful power plants on submission of long/medium term PPA. CIL has successfully conducted first round of B (iii) linkage auction during Feb'20 wherein 7 bidders emerged successful in the bidding. Second round of auction under this policy is scheduled to be held shortly.

1.2.3 The SHAKTI policy was later amended vide circular no. CLD-23028/10/2018-CLD-Part(1) dated 25.03.2019 in which para B(viii-a) was introduced for providing coal linkages to power producers/IPP, not having PPA, for a period of minimum 3 months upto a maximum of 1 year for sale of power in day ahead market (DAM) through power exchanges or DEEP portal. CIL has successfully conducted Nine tranches of auction under B (viii-a) till now.

1.2.4 The participation received under B (viii-a) auction for each quarter is mentioned below:

| Quarter | No. of eligible bidders | No. of successful bidders | No. of successful bids | No. of lots/sources receiving successful bid(s) | No. of lots/sources receiving multiple successful bid(s) |
|-------------|-------------------------|---------------------------|------------------------|---|--|
| Apr-June 20 | 14 | 9 | 17 | 8 | 5 |
| July-Sep 20 | 15 | 8 | 13 | 5 | 4 |
| Oct-Dec 20 | 22 | 6 | 9 | 2 | 2 |
| Jan-Mar 21 | 14 | 7 | 13 | 4 | 4 |
| Apr- Jun 21 | 12 | 8 | 16 | 7 | 4 |
| July-Sep 21 | 17 | 8 | 15 | 6 | 3 |
| Oct-Dec 21 | 13 | 8 | 32 | 10 | 9 |
| Jan-Mar'22 | 21 | 11 | 28 | 13 | 9 |
| Apr-Jun'22 | 24 | 16 | 114 | 27 | 27 |

Note: A single bidder can place multiple bids

1.2.5 Till now, auctions under B (viii-a) are being held once in a quarter as indicated above. However, recently, as per the directive of Ministry of Power and Ministry of Coal the same will be conducted every month.

1.2.6 Central Electricity Authority (CEA) under Ministry of Power is entrusted to identify and assess eligibility quantity of power plants for participating in B (iii) & B (viii a) linkage auctions. Thus, as per laid down eligibility criteria, participation in these auctions is pre-defined and limited among few power producers/IPPs.

1.2.7 As the participation in these auctions is pre-defined and limited among few power producers/IPPs, the possibility of occurrence of cartelization/ collusion in the auction among the participants cannot be ruled out.

SECTION – II

AUCTION UNDER SHAKTI B (iii) & B (viii-a)

2. THE METHODOLOGY OF AUCTION UNDER SHAKTI B (iii) & B (viii-a)

2.1 The methodology of auction is called 'Non-Discriminatory Ascending Clock Auction'.

2.2 Auction is done Lot wise. A Lot is a unique combination of source, mode, grade & size. Coal Company notifies lot(s) for each auction.

2.3 Auction is conducted lot wise one after another

2.4 In a day maximum of 3 lots are auctioned.

2.5 For a particular Lot,

- a) The auction process is conducted in rounds
- b) In the first round the premium percentage over notified price is zero and the auction participants submit the intended bid quantity.
- c) After the stipulated time, the demand supply percentage of the first round is calculated by the system as per following formula:

$$\text{Demand Supply percentage} = \frac{\text{Total Bid Quantity of all Bidders} \times 100}{\text{Total Offer}}$$

- d) In case the demand supply percentage is less than 100, the auction process stops and the respective bid quantity of first round is allocated to the participants.
- e) In case demand supply ratio is more than 100, the auction process flows into the second round.
- f) In the second round the premium percentage over notified price is determined as under:

| Demand/Supply Ratio in a particular round | Incremental Round Premium (Rs. per tonne) |
|--|--|
| Greater than 100% and less than or equal to 125% | 10 |
| Greater than 125% and less than or equal to 200% | 25 |
| Greater than 200% and less than or equal to 300% | 50 |
| Greater than 300% | 100 |

- g) In the second round the bidder may keep the bid quantity of the first round intact or may reduce the quantity. However, no increase of quantity is allowed.
- h) This process detailed at (b) to (g) continues in subsequent rounds till demand supply equilibrium is reached and the auction process concludes.
- i) In case of 2 or more rounds, the revenue generated in the last round and penultimate round is compared and the round having higher revenue shall be considered as Final round of auction. In case the penultimate round is considered as Final Round, the bids submitted in the penultimate round is proportionated.

SECTION – III

SCOPE OF WORK

3. SCOPE OF WORK

3.1 Immediately on completion of bidding process of Shakti B (iii) & Shakti B (viii a) auctions for the scheduled month, the bid outcome will be transferred (online) to the Auction Observer. The Auction Observer will analyze the auction result and study the behavior/bidding pattern of the auction participants for finding any possible collusion/cartelization among the auction participants.

3.2 After careful and thorough analysis of bid pattern and behavior of the auction participants, the Auction Observer shall submit its Report within 07 days from the date of transfer of auction data by CIL or its Subsidiaries.

3.3 The Auction Observer shall provide separate reports for Shakti B (iii) & Shakti B (viii a) auctions in case both auctions are conducted in the same month.

3.4 The Report must conclusively state the occurrence or non-occurrence, as the case may be, of possible collusion/cartelization among the auction participants in the auction.

3.5 The Report must provide source wise / lot wise analysis for each source/lot which received bid(s) along with specific reasons for the arrived conclusion of possible collusion/cartelization. The quantity is released to winners of Shakti B (iii) & Shakti B (viii a) auctions post receipt of Auction Observer report and subsequent acceptance of the same by the competent authority of CIL or its Subsidiaries.

3.6 In case the cartelization/collusion is identified in any auction of a month, a show cause notice will be issued to the concerned power plant(s) by CIL or its Subsidiaries, as per practice. The Auction Observer will be required to evaluate the reply of the show cause, as forwarded by CIL or its Subsidiaries, and provide its conclusive observation within 7 days of receipt of such show cause replies.

3.7 The Auction Observer shall also be required to provide their support to CIL and its Subsidiaries in all manners including presenting their opinion before Court of Law, if so required, in case of legal challenges of the Report.

SECTION-IV

INSTRUCTIONS TO BIDDERS

4.1. DIGITAL SIGNATURE CERTIFICATE (DSC)

Coal India Limited (CIL) invites Tender through on-line application process on the website <https://coalindiaticenders.nic.in> from the eligible bidders. For bidding online, the bidders must possess **Class-3 Digital Signature Certificate (DSC)** issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, which can be traced up to the chain of trust to the Root Certificate of CCA. The NIT document is also available on website <https://eprocure.gov.in> for download by the prospective bidders free of cost. There will be no sale/ distribution of Hard Copy of the NIT Document.

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

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under Composition Scheme

OR

GST unregistered Bidder

4.3. AUTO EXTENSION

In case, a minimum of 3 Bids are not received within the originally stipulated time, the due date of tender shall be extended by 04 working days automatically by the system. Post extension, the bids received shall be considered for opening. If any of the 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.

In case no bid is received, tender will be cancelled.

4.4. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY-

There shall be no EMD/Bid security for this tender. However, in place of EMD/Bid security the bidder will have to submit a "Bid Security Declaration" in the Undertaking format at **Annexure-1**, 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 existing manuals) as defined in the request for bid documents, they will be banned for two years from being eligible to submit bids in CIL and its Subsidiaries.

4.5. PRE- BID MEETING

The pre-bid meeting shall be held online as per the scheduled date & time, as specified in the e-Procurement portal. 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. If a Pre- Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

4.6. USER PORTAL AGREEMENT

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General Terms & Conditions and other conditions, along with on-line undertaking in support of the authenticity of the declarations and documents furnished by the Bidder on-line through

<https://coalindiatenders.nic.in> in order to become the successful bidder. No conditional bid shall be allowed/accepted.

4.7. SINGLE STAGE SINGLE PART SYSTEM

Interested bidders are invited to submit their offer in the form of SINGLE STAGE SINGLE PART SYSTEM against this NIT for engagement as Auction Observer for Shakti B(iii) and Shakti B(viii-a) auctions. Each bidder shall be allowed to submit only one bid. A bidder who submits or participates in more than one offer shall cause all the offers with the bidder's participation to be disqualified. SINGLE STAGE SINGLE PART SYSTEM shall be exclusively for the Price Bid. The bidder shall quote single rate in Rs./ Event (excluding GST but including all other taxes).

4.8. BID SUBMISSION

The complete NIT document shall be available on the website of Coal India Limited (www.coalindia.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL's e-Procurement Portal (<http://coalindiatenders.nic.in>). There is no fee and the applicants can download the NIT document free of cost. The offer have to be submitted online through the CIL's e-procurement portal website <https://coalindiatenders.nic.in>, based on the NIT document, uploaded in websites mentioned above. The prospective Bidders have to get themselves enrolled on the above portal and confirm for accepting user portal agreement. The Online Bidder Enrollment is free of cost and one-time activity only.

4.9. SEEKING CLARIFICATION BY THE BIDDERS

The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the Bidders intending to participate in the tender. The period for seeking clarifications by the Bidders is as mentioned in the time schedule. The Tender Inviting Authority will reply/respond to the clarifications online. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries.

4.10. LANGUAGE OF NIT

The NIT and all correspondence incidental and related to NIT shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation, in which case, for purpose of interpretation of the Tender, English translation shall govern. Responsibility for correctness in translation shall lie with the Bidder submitting the Tender

4.11. COST OF NIT BIDDING

The Bidder shall bear all costs associated with the preparation or delivery of its NIT document, participating in discussions etc. including costs and expenses related with visits to office of CIL/Coal Company and any other place, if required. CIL will in no case be responsible or liable for those costs and expenses regardless of the outcome of the final appointment.

4.12. RIGHT TO ACCEPT/ REJECT

CIL reserves the right to accept or reject any / all Tender at any time without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Party/Parties of the grounds for the CIL's action.

4.13. REQUIREMENTS FOR PARTICIPATION IN NIT

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

- a) PC connected with Internet (For details, visit link "Resources Required" on home page of CIL's e-Procurement portal (<https://coalindiatenders.nic.in>). It shall be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. CIL shall not be liable to the bidders under any circumstances for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Class 3 Valid Digital Signature Certificate (DSC) issued from the 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
- c) **Online Enrollment/Registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC)** - The online enrollment/registration of the bidders on the portal is free of cost and one-time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the bidder to ensure that they get registered with the CIL's e- Procurement portal well in advance and download the documents before the last date and time for the same.

4.14. LETTER OF BID (LoB)

The format of Letter of Bid (as per **Annexure- 2**) will be downloaded by the Bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

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

4.15. BID VALIDITY

The validity period of the tenders shall be 120 (One Hundred Twenty) days from the end date of bid submission. In exceptional circumstances, prior to expiry of the original time limit, CIL may request the Bidders to extend the period of validity for a specified additional period. CIL's request and the Bidder's responses shall be made in writing or by e-mail. A Bidder may refuse the request. In case the Bidder refuses the request to extend the period of validity then no banning/ any penal action will be taken against the Bidder. A Bidder agreeing to the request will not be required or permitted to modify his bid.

4.16. MODIFICATION / 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. However, if the

bidder once withdraws his bid, he will not be able to resubmit the bid in this 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. The withdrawal of bid at this stage shall however be at the discretion of the Tender Inviting Authority.

4.17. POWER OF ATTORNEY

If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required. The bidder shall provide an undertaking on his Letter Head as per the format given in the bid document vide **Annexure- 3**.

4.18. OTHERS

4.18.1 No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the documents from website. The bidders are advised to see the same website time to time for corrigendum, if any, from where the original NIT document has been downloaded.

4.18.2 Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.

4.18.3 The bidders must upload all the documents/declarations required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT may not be considered.

4.18.4 All notices to the bidders, during the process of finalization of NIT, shall be sent by e-mail and/or through e-procurement portal only. Hence the bidders are required to ensure that their corporate/official e-mail id is provided/updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate/official e-mail id and mobile no. of authorized representative for communications through e-mails/SMS alerts (if any).

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

4.18.6 No modification of the bid post submission deadline or any form of communication with CIL or submission of any additional documents, not specifically asked for by CIL, shall be allowed and even if submitted, they shall not be considered by CIL after opening of the bid.

4.18.7 In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CIL shall not be held responsible for the consequences and no correspondence in this regard shall be given any cognizance by CIL.

SECTION – V

PRICE BID

5.1 PRICE BID

5.1.1 The Bidder shall quote single rate in **Rs. per Event** (excluding GST but including all other taxes) for the analysis which shall be conducted by the Auction Observer.

5.1.2 The Bidders are to submit their offers online giving reference of the Tender reference number and date.

5.1.3 The Price-bids shall be unconditional.

5.1.4 Price-bid will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.

5.1.5 The Bidder shall closely study specification in detail and scope of work along with other terms and conditions which govern the rate being quoted.

5.1.6 The Price Bid which is incomplete and not submitted as per instruction given above shall be liable to be rejected.

5.1.7 The **least cost basis** shall be the evaluation criterion for selection of the successful Bidder under the NIT.

5.2 EVENT

5.2.1 The auctions scheduled/conducted in a month shall be considered as an 'EVENT'

5.2.2 Any spillover of the auction from the scheduled month of auction to the next month shall be considered as a continuation of the Event of the scheduled month.

5.2.3 The calculation of Event for Shakti B (iii) and Shakti B (viii-a) shall be done separately. In other words, if in a month both B (iii) and B (viii-a) are scheduled/conducted than it shall be considered as two (2) number of Events.

5.2.3 In case scheduled dates of any auction range in two months (say from 27th June to 5th July) then the start month of the auction (i.e. June) shall be considered for calculation of Event.

5.3 BOQ FILE

5.3.1 The Price Bid will be in Excel format and will be downloaded by the Bidder.

5.3.2 The Bidder will quote the rates on this Excel file (BOQ file). This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

5.3.3 The Bidder will upload the same Excel file during bid submission. The Price-bid will be in BOQ format and the bidder will have to mandatorily fill all the sections / sheets of the BOQ Excel.

5.3.4 The BOQ template must not be modified/replaced by the Bidder and same should be uploaded after filing the relevant columns, else the Bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.

5.4 CLARIFICATION OF BIDS/ SHORTFALL / CONFIRMATORY DOCUMENT

5.4.1 During evaluation and comparison of bids, CIL may ask the Bidder for clarifications on the bid. The request for clarification shall be communicated to the Bidder via the same portal, asking the Bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

5.4.2 The bidders will get bid related information on their personalized dashboard. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status / information on their personalized dash board at least once daily after opening of bid. No separate communication will be made in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents, if any, within the prescribed time. The Bidder will upload any requested document(s) within the specified period and no additional time will be allowed in this regard.

5.4.3 It is responsibility of Bidder to upload legible/clearly readable scanned copy of all the required documents.

5.4.4 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.

5.4.5 CIL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard.

SECTION – VI

GENERAL TERMS AND CONDITIONS

6. GENERAL TERMS AND CONDITIONS

6.1 GST

Statutory taxes i.e. GST on services, as applicable, shall be payable by the Auction Observer and reimbursed by CIL or its Subsidiaries.

6.2 DECLARATIONS

6.2.1 Bidder shall avoid any conflict of interest while discharging contractual obligations and bring beforehand, any possible instance of conflict of interest to the knowledge of CIL, while rendering service in respect of the assignment. In case of suppressing any such information, the appointment may be liable for termination. A self-declaration in this regard on the bidder's letter head shall be submitted in the format provided as per **Annexure- 4**

6.2.2 The information, documents and data that will come within the command of Bidder in course of the work shall be confidential and the same shall not be used by the Bidder for any purpose other than the performance of the assignment. Bidder has to provide a certificate towards maintaining confidentiality on its letter head as per **Annexure- 5**.

6.2.3 Bidder should not be on 'Holiday'/'Negative list' by CIL or Public Sector Undertaking/ Government Organization (India/Abroad) (due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector (India/Abroad) on due date of submission of tender. The tender submitted by such Bidder shall not be considered for engagement. Bidder has to submit a declaration to this effect as per **Annexure- 6**.

6.2.4 Bidder should confirm that no key member(s) of their institution/organization have any position of interest directly or indirectly in any manner whatsoever with CIL and its Subsidiaries. A declaration to this effect is required to be submitted by the Bidder as per **Annexure- 7**.

6.2.5 Bidder shall authorize the designated department/section under it that will undertake the job as per this NIT along with the authorized signatory and contact person for the assignment. A declaration to this effect is required to be submitted by the Bidder as per **Annexure- 8**.

6.3 TENURE OF APPOINTMENT

The contract shall be for 03 (Three) years, and may be extended for further 01 (one) year on mutually agreed terms.

6.4 SUBLETTING AND SPLITTING OF WORK

6.4.1 No subletting of work as a whole or part by the Auction Observer is permissible.

6.4.2 CIL 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, at its sole discretion.

6.5 PERFORMANCE SECURITY

6.5.1 The successful Bidder shall deposit Performance Security (PS) with CIL of INR 16.20 Lacs valid for a period of 90 (ninety) days beyond the date of completion of the contract/agreement. Performance Security should be in any of the following form:

- a) Demand Draft drawn in favour of CIL on any scheduled bank payable at its branch at Kolkata.
- b) Bank Guarantee (BG) in the prescribed form as given in **Annexure- 9** from a Nationalized/Scheduled Indian Bank

6.5.2 The paper BG would be delivered by Issuing Bank to the Beneficiary under Speed Post/Registered Post (AD). Original BG shall be accepted from Issuing Bank only. However, the paper BG would be operative only on receipt of a separate advice through Structured Financial Messaging Solution (SFMS) and confirmed by the Advising Bank (i.e. Beneficiary Bank). The confirmation of issuance of BG through SFMS from Advising Bank shall be obtained through electronically as well as print out of the said message from Advising Bank with seal and signature.

6.5.3 The details of Beneficiary for issue of BG under SFMS platform is furnished below:

| | | |
|-----------------------------------|--|--------------------|
| Name of Beneficiary & its details | Name | Coal India Limited |
| | Area | HQ |
| | Bank Account No. | 000651000038 |
| | Department | Marketing & Sales |
| Beneficiary Bank & Address | ICICI Bank Limited | |
| | Rasoi Court, 20 Sir R. N. Mukherjee Road, Kolkata - 700001 | |
| IFCS Code | ICIC0000006 | |

The above particulars are to be incorporated by the Issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original BG (issued by the Issuing Bank) shall be sent by the Issuing Bank to concerned Department by Registered Post (AD).

6.5.4 The Performance Security shall be returned to the Auction Observer without any interest after successful completion of the work.

6.5.5 The Performance Security is intended to secure the performance of the Auction Observer for the entire Contract period. However, it is not to be construed as limiting the damages stipulated in the bidding document.

6.5.6 The CIL or its Subsidiaries shall be at liberty to deduct/ appropriate from the Performance Security Deposit such sums as are due and payable to Auction Observer by CIL or its Subsidiaries as may be determined in terms of the contract, and the amount appropriated from the Performance Security Deposit shall have to be restored by the Auction Observer subsequently.

6.6 PAYMENT

6.6.1 Payment of bill / invoice will be payable by the CIL or its Subsidiaries within twenty one (21) days from submission of invoice/bill by Auction Observer, subject to acceptance of report by the competent authority, provided that the documents submitted for payment are complete in all respects.

6.6.2 Auction Observer shall provide Invoice along with supporting documents for payment to the Paying Authority i.e. GM (Finance)/ HOD (Finance) of CIL or its Subsidiaries. Details of Bank Account to be provided in mandate form as per **Annexure- 10**

6.6.3 The payment shall be inclusive of all Out of Pocket Expenses (OPE) including travel incurred by the Auction Observer in pursuit of completion of the assignment as per the contract/agreement. However, in case of any legal challenge of the Report, the expenses related to travel, meeting accommodation etc. shall be provided as per the entitlement.

6.7 LETTER OF ACCEPTANCE/ WORK ORDER

6.7.1 The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dash-board prior to expiration of the bid validity period. On issuance of Letter for Acceptance (LOA)/Work Order of the tender issued by the CIL, Performance Security Deposit (PSD) must be submitted by the successful Bidder within 15 days of issuance of Work Order/LOA, failing which the award of work shall be cancelled and the Bidder will be banned for 02(Two) years from being eligible to submit Bids in CIL and its Subsidiaries.

6.7.2 On receipt of Letter for Acceptance (LOA)/Work Order issued by the CIL, the successful Bidder shall execute contract agreement in the prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within 10 days of submission of PSD, the LOA/work order shall be cancelled and the Bidder will be banned for 02(Two) years from being eligible to submit Bids in CIL and its Subsidiaries.

6.8 CONTRACT AGREEMENT DOCUMENT

This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, “Scope of Work”, “Price Bid” 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. A format of the agreement that is required to be signed among the parties i.e. the successful Bidder and CIL is attached as **Annexure- 11**

6.9 LIQUIDATION DAMAGE

The Auction Observer has to submit the deliverables i.e. the Report within 07 days from the date of transfer of auction data, after the completion of auction for acceptance of the competent authority at CIL or its Subsidiaries. In the event of any delay of more than 05 days in receipt of the Report beyond the scheduled time due to reasons attributable to the Auction Observer, an amount equivalent to 0.5% of the service fee for a particular auction (fixed fee and GST thereon) for each week of delay or part thereof, subject to a maximum of 10% of the service fee shall be imposed and the same shall be recovered from the amount payable to the Auction Observer.

6.10 LOWEST PRICE CERTIFICATION

6.10.1 The Auction Observer shall declare that it is not charging /shall not charge a lower fee than the fee quoted against this NIT for performing similar work for any Organization/Ministry/ Department of the Government of India or Coal India Limited and/or its subsidiaries or other PSU or any other Private Organization.

6.10.2 In case the Auction Observer charges a lower fee from any of the entity during the tenure of the contract, any subsequent invoice raised by the Auction Observer to CIL or its Subsidiaries will be at the rate at par with the lower rate charged from any of such entity.

6.10.3 Certification to the effect that a lower fee is not being charged for similar work from any Organization/ Ministry/Department of the Government of India or Coal India Limited and/or its subsidiaries or other PSU or any other Private Organization shall be submitted with all the invoices raised by the Auction Observer.

6.11 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

6.12 TERMINATION

CIL may at any time, should it deem necessary to do so, terminate the contract forthwith by giving written notice to the Bidder. CIL may also terminate the contract for default or failure by the Auction Observer of any of the obligations of the Auction Observer under the contract, including but not limited to:

- a) Failure to submit the Performance Security within 15 (Fifteen) days of issuance of Letter of Acceptance by CIL.
- b) Failure to execute the agreement within 10 (Ten) days from submission of the Performance Security.
- c) Failure to carry out the services to meet the progress of the contract as per the time schedule.
- d) Failure to execute the services or any of them in accordance with the Contract to the satisfaction of CIL or its Subsidiaries
- e) Disobedience of any order or instruction of CIL or its Subsidiaries
- f) Negligence in carrying out the services/works or carrying out of services/work found to be unsatisfactory by CIL or its Subsidiaries
- g) Abandonment of the services/works or any part thereof.
- h) Substantial suspension of the services/works or any part thereof by the Auction Observer for a period of 14 (fourteen) days or more without approval of CIL or its Subsidiaries
- i) If the Auction Observer indulges in any activities which would either defeat the purpose of this NIT or which would adversely affect the interest of CIL or its Subsidiaries and/ or Government of India in any manner whatsoever.
- j) If the Auction Observer assigns or attempts to assign his interest on any part thereof in the contract.
- k) If the Auction Observer does not fulfill or violates the confidentiality requirements.
- l) If the Auction Observer transfers, sublets, assigns the entire work or any portion thereof without the prior approval.
- m) If the Auction Observer is found to be indulging with the participants of the auction which may affect the Report of the Auction Observer in whatsoever manner.

6.12.1 In the event of termination or suspension of the contract, on account of default on the part of the Auction Observer, as narrated above, the Performance Security deposit of the work shall be forfeited by CIL.

6.12.2 In case of violation of confidentiality obligation, the Auction Observer shall be liable to pay unliquidated damages.

6.12.3 In the event of termination of the contract pursuant to above, the Auction Observer shall carry out any reasonable instruction of CIL or its Subsidiaries in connection-with such termination. Termination of the contract shall not relieve either party of their obligations under the contract with respect to the work performed by either party prior to such termination.

6.12.4 Matter relating to any dispute or difference shall be subject to the jurisdiction of Kolkata Court only.

SECTION-VII

ANNEXURES

BID SECURING DECLARATION

(On Letter Head of Bidder)

To,
M/s COAL INDIA LIMITED,
Coal Bhawan, Action Area- 1A,
New Town, Kolkata - 700156 (W.B.)

I / We.....Director / Authorized Signatory of
.....and submitting Bid against NIT No.....
dated.....solemnly declares that:

i) If, I/We withdraw or modify my/our Bids during the period of validity,
OR

ii) If, I/We am/are awarded the contract and fail to sign the contract within the stipulated
time as per bid document,
OR

iii) If, I/We, fail to submit Performance Security before deadline,
OR

iv) Any other default which attracts forfeiture of EMD as defined in the Tender
documents,

Then, I/We will be banned for 02 (two) years from being eligible to submit Bids in CIL
and its Subsidiaries.

Signature of the Bidder
or
his Authorized representatively

Date.....

FORMAT FOR LETTER OF BID

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

To:
GM (M&S- Comml)
Coal India Limited
Sub: Project Name: _____
Tender No. & date

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, General Terms & Conditions, 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 and conditions and specifications as contained in the bid document.

We hereby confirm total and unconditional acceptance of the TERMS and CONDITIONS OF CONTRACT (e-Tender Notice, Scope of Work, General Terms and Conditions of Contract) as given in the Bid document.

I/We hereby confirm that this bid complies with requirements of the Bidding document.

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 execute the agreement 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 also ban us for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

Date:

Yours faithfully,

Signature of Bidder with Seal

FORMAT FOR POWER OF ATTORNEY

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/-
DULY NOTARIZED)

Know all men by these presents, We, [name of entity and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr. / Ms.[name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for appointment as an Auction Observer to undertake post bid evaluation of Auction Outcome under SHAKTI B(iii) and SHAKTI B(viii-a) linkage auctions for identification of possible cartelization/ collusion in accordance with the Terms & Conditions set out under NIT no.including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to Coal India Limited (CIL), representing us in all matters before CIL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with CIL in all matters in connection with or relating to or arising out of our Application

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of entity], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in "yyyy" format].

For [name and registered address of entity]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

[Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

**FORMAT FOR UNDERTAKING AGAINST CLAUSE PERTAINING TO CONFLICT
OF INTEREST**

(On the letter head of the Bidder)

NIT Ref No:

To,
M/s COAL INDIA LIMITED,
Coal Bhawan, Action Area- 1A,
New Town, Kolkata - 700156 (W.B.)

**Sub: NIT for Appointment of Auction Observer for identifying possible cartelization/
collusion under SHAKTI B (iii) & B (viii-a) auction**

We have submitted our offer on behalf of against your above referred
NIT document for appointment as 'Auction Observer'.

I/We, confirm that, I/we or my/our key personnel as
referred to in any clause of the NIT, am/are/is not consumer of coal or in the business
of production/trading of coal either in own name or as a partner in a Partnership firm or
as a sister concern or as a holding company having any such subsidiary or as a
subsidiary of any such holding company in any manner whatsoever.

Yours faithfully

Date

Place

Signature

Name of the Authorized Signatory

Designation

Seal

FORMAT FOR CONFIDENTIALITY UNDERTAKING

(On the letter head of the Bidder)

NIT Ref No:

To,
M/s COAL INDIA LIMITED,
Coal Bhawan, Action Area- 1A,
New Town, Kolkata – 700156 (W.B.)

Sub: NIT for Appointment of Auction Observer for identifying cartelization/collusion under SHAKTI B(iii) & B(viii-a) auction

.....(Name of the Bidder) hereby declare and confirm that We/I are/am aware that We/I have been assigned by Coal India Limited, to render certain services (the “AUCTION ANALYSIS”) in connection with the Notice Inviting Tender no....., dated

In connection therewith, We/I hereby undertake and agree as follows:

- (a) That, the information, documents and data that shall come within the command of us/me in course of the work shall be confidential and the same shall not be used by us/me for any purpose other than the performance of the work.
- (b) Upon the request of the CIL or its Subsidiaries, or upon the termination or expiry of appointment, We/I shall immediately return to the CIL or its Subsidiaries all Confidential Information disclosed to us/me or to which We/I had access during or as a result of the performance of the Services, together with all copies thereof.

Date

Place

Signature

Name of the Authorized Signatory

Designation

Seal

FORMAT FOR DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP (On Bidder's Letter Head)

NIT Ref No:

To,
M/s COAL INDIA LIMITED,
Coal Bhawan, Action Area-1A,
New Town,
Kolkata - 700156 (W.B.)

SUB: NIT for Appointment of Auction Observer for identifying cartelization/collusion under SHAKTI B(iii) & B(viii-a) auction

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking / Private Firm / Financial Institutions up to due date of submission of NIT.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

If it is found at a later date that we have secured the contract by furnishing wrong information or by suppressing facts in the NIT submitted, Coal India Limited (CIL) and its Subsidiaries reserves the right not to engage/empanel us and put us on Holiday / Banned / Blacklist list of CIL and its Subsidiaries. Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CIL by us.

Place: Signature

Date: Name of the Authorized Signatory

Designation:

Seal:

FORMAT FOR DECLARATION FOR NOT HOLDING ANY POSITION OF INTEREST

(On the Bidder's Letter head)

NIT Ref No:

To,
M/s COAL INDIA LIMITED,
Coal Bhawan, Action Area-1A,
New Town, Kolkata - 700156 (W.B.)

Sub: NIT for Appointment of Auction Observer for identifying cartelization/collusion under SHAKTI B(iii) & B(viii-a) auction

We have submitted our offer on behalf of against your above referred NIT documents for rendering service of 'Auction Observer'

We confirm that no key member of our institution/organization have any position of interest directly or indirectly in any manner whatsoever with any of the parties viz. the Company (CIL and its subsidiary coal companies) and Auction participants.

Yours faithfully

Date

Place

Signature

Name of the Authorized Signatory

Designation

Seal

FORMAT FOR DECLARATION OF AUTHORIZATION
(On the letter head of the Bidder)

NIT Ref No:

To,
M/s COAL INDIA LIMITED,
Coal Bhawan, Action Area- 1A,
New Town, Kolkata – 700156
(W.B.)

Sub: NIT for Appointment of Auction Observer for identifying cartelization/ collusion under SHAKTI B(iii) & B(viii-a) auction

I (Director/ Head of Institute) of
(Institute/Organization) authorize (Department/Faculty/ Section)
of (Institute/ Organization) to take up the job as per the above mentioned
NIT.

Mr. /Mrs. shall be the authorized representative and point of
contact from (Department/Faculty/ Section) for the assignment.

Date

Place

Signature

Name

Designation

Seal

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

..... (Name of CIL/Subsidiary)

..... (Place)

Distt.

Bank Guarantee in respect of Agreement No.....

Dated..... Between..... (Name of the company)

and (Name of the Empaneled Agency)

WHEREAS

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

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

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

NOW, THEREFORE, we the..... 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 Agency shall in any way fail to observe or perform the terms and conditions of the said agreement 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 Agency.

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

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 agreement

is extended either pursuant to the provisions in the said agreement or by mutual agreement between the Agency and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum ofor such lesser amount of the said sum ofas 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 ofand interest are fully satisfied and the Company certifies that the Agreement has been fully carried out by the Agency 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 agency and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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 ofor 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 affect payment thereof forthwith.

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

The Bank Guarantee should be issued through Structured Financial Messaging System (SFMS) with the following details :

- Beneficiary Bank :
- Branch IFSC Code:
- Beneficiary Bank / Branch Name & address :

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 local branch at or its Branch at Kolkata payable at branch at or its Branch at Kolkata

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-transfers shall be borne by us.

Place:

Date:

Signature of the person Authorized for the purpose

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

Banker's stamp Date

Signature of the Authorized official from the Bank

**PROFORMA FOR EXECUTION OF AGREEMENT
STAMP PAPER
(of appropriate value as per Stamp Act)**

This agreement is made onday ofbetween (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 Organization/ Institute) carrying on business as an Institution on behalf of(hereinafter called the 'Institution' 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 tender for the work of “.....” and whereas the said Institution submitted tender for the said work and deposited a sum of Rs. NIL 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 Notice Inviting Tender
 - ii) Schedule- A Scope of Work
 - iii) Schedule- B Price Bid
 - iv) Schedule- C General Terms & Conditions
3. The company has received a sum of Rs..... towards Performance Security Deposit in the form of B.G./Demand Draft

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

On behalf of
The Institute, as one of the constituted attorney,

In the presence of –

1. Name _____ Signature _____
Address: _____

Signed by Srion behalf of _____ Signature _____
(Name of Company)

In presence of -

1. Name: _____ Signature _____
Address: _____

CHECKLIST AT THE TIME OF SUBMISSION OF BIDS

| | |
|--------------|--|
| DOCUMENT- 1 | PAN |
| DOCUMENT- 2 | GST |
| ANNEXURE - 1 | BID SECURING DECLARATION |
| ANNEXURE - 2 | FORMAT FOR LETTER OF BID |
| ANNEXURE - 3 | POWER OF ATTORNEY (if applicable) |
| ANNEXURE - 4 | UNDERTAKING AGAINST CLAUSE PERTAINING TO CONFLICT OF INTEREST |
| ANNEXURE - 5 | CONFIDENTIALITY UNDERTAKING |
| ANNEXURE - 6 | DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP |
| ANNEXURE - 7 | DECLARATION FOR NOT HOLDING ANY POSITION OF INTEREST |
| ANNEXURE - 8 | DECLARATION OF AUTHORIZATION |