



(A Maharatna Company)

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

(Only through e-Tender mode)

COAL INDIA LIMITED

NIT Document No.: CIL/C4C/NIT/334 Dated- 12.09.2022

About the Company

- Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. CIL functions through its subsidiaries in 85 mining areas spread over eight (8) states of India. Coal India Limited has 318 mines (as on 1st April 2022) of which 141 are underground, 158 opencast and 19 mixed mines. CIL further operates 13 coal washeries, (11 coking coal and 2 non-coking coal).
- CIL Produces around 83% of India's overall coal production. In India where approximately 57% of primary commercial energy is coal dependent, CIL alone meets to the tune of 40% of primary commercial energy requirement.
- CIL is a Maharatna company – a privileged status conferred by Government of India to select state owned enterprises in order to empower them to expand their operations and emerge as global giants. CIL has seven producing subsidiaries namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL), and one mine planning and consultancy company that is Central Mine Planning & Design Institute (CMPDI). In addition, CIL has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). The mines in Assam i.e. North Eastern Coalfields is managed directly by CIL. CIL has also registered two subsidiaries to venture into renewable energy, namely CIL Navikarniya Urja Limited (CNUL) and CIL Solar PV Limited
- For detailed profile of company and past financial results, Applicants may visit the CIL website: <https://www.coalindia.in/>

About the Tender

- Coal India Limited (CIL) invites online bids on Single Stage - Two Cover bidding process (Techno-Commercial Bid & Price Bid) from eligible Bidders for “Engagement of Professional Public Relations Agency for Coal India Limited” as per the Scope of Work mentioned hereinafter.
- Coal India Limited (hereinafter referred to as CIL or the Owner or the Employer) is planning to engage a Professional Public Relations (PR) Agency to boost its corporate image, develop a distinct communication blue-print and achieve positive brand resonance.
- This tender is for engagement of Professional Public Relations Agency for Coal India Limited on retainership basis as per the terms and conditions of this tender document.
- The statements and explanations contained in this tender are intended to provide a better understanding to the Applicants about the subject matter of this tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the PR Agency as may be specified in the tendering process or any subsequent agreement later on; or CIL’s rights to amend, alter, change, supplement or clarify the scope of work and obligations of the PR Agency, or the terms herein contained. Consequently, any omissions, conflicts or contradictions in this tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by CIL.
- CIL shall receive submission pursuant to this tender in accordance with the terms set forth in this tender, and all responses shall be prepared and submitted in accordance with such terms on or before the date specified in this document for submission of the tender.
- The bid package comprises of the following documents:

SECTION NAME	TITLE
SECTION-1	Instructions to Bidders (ITB)
SECTION-2	General Conditions of Contract (GCC)
SECTION-3	Technical Specifications (TS)
SECTION-4	Annexures/ Attachments/Formats/Forms/Schedules

- Detailed specifications, scope of work, eligibility criteria, schedule and terms & conditions are given in the ensuing sections of this document.

CONTENTS

SECTION	TITLE	FROM	TO
-	e-TENDER NOTICE	5	12
1	INSTRUCTION TO BIDDERS	13	30
2	GENERAL CONDITIONS OF THE CONTRACT	31	53
3	TECHNICAL SPECIFICATIONS	54	57
-	BID SUBMISSION CHECKLIST	59	59
ANNEXURE 1	FORMAT OF LETTER OF BID	60	60
ANNEXURE 2	GENERAL INFORMATION OF THE BIDDER	61	61
ANNEXURE 3	FORMAT FOR BANK GUARANTEE	62	63
ANNEXURE 4	PRE- CONTRACT INTERGRITY PACT	64	69
ANNEXURE 5A to 5E	TECHNICAL EVALUATION CRITERIA	70	74
ANNEXURE 6	FORMAT FOR PRE-BID QUERIES	75	75
ANNEXURE 7	FORMAT FOR POWER OF ATTORNEY	76	77
ANNEXURE 8	PROFORMA FOR EXECUTION OF AGREEMENT	78	79
ANNEXURE 9	PROFORMA FOR MEMORANDUM	80	80
ANNEXURE 10	PROFORMA FOR MEMORANDUM	81	81
ANNEXURE 11	PROFORMA FOR WRITTEN CONSENT OF ARBITRATION CLAUSE	82	84
ANNEXURE 12	UNDERTAKING	85	87
ANNEXURE 13	VALID DIGITAL SIGNATURE CERTIFICATE (DSC) / AUTHORISATION	88	88
ANNEXURE 14	GUIDELINES FOR BANNING OF BUSINESS	89	90
ANNEXURE 15	FORMAT FOR NO DEMAND CERTIFICATE	91	91
ANNEXURE 16	CERTIFICATE FROM CLIENT	92	92
ANNEXURE 17	FORMAT FOR CURRICULUM VITAE (C.V) OF THE KEY PERSONNEL	93	93
ANNEXURE 18	MEASURABLE DELIVERABLES	94	95

Ref. No.: CIL/C4C/NIT/334 Dated- 12.09.2022

e-TENDER NOTICE

1) Tenders are invited on-line on CIL's e-procurement portal <https://coalindiatenders.nic.in> from the eligible Bidders having Digital Signature Certificate (DSC) issued from any certifying 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:

1.	Name of Work	Engagement of Professional Public Relations Agency for Coal India Limited
2.	Cost of Bidding Documents	Not Applicable
3.	Validity of Bid	120 days from the end date of opening of Techno-Commercial Bid
4.	Period of Work	Engagement of Professional Public Relations Agency for Coal India Limited for a period of two (2) years. Engagement can extend for a further period of one (1) year on mutual agreement and satisfactory performance of the Agency.
5.	Selection of Bidder	As per the evaluation criteria stipulated in this tender document
6.	Availability of Tender Documents (Date)	From 12-09-2022
7.	Availability of Tender Documents (Website Details)	http://www.coalindia.in http://www.eprocure.gov.in https://coalindiatenders.nic.in
8.	Format of Submission of Bid	Bids to be submitted in two parts - Technical Bid and Financial Bid

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
General Manager, (CC&PR) Division Coal India Limited Action Area-1A, New Town, Kolkata-700 156	1) Mr. Siraj Kumar Singh, Manager (CC&PR), CIL email: sirajkr.singh@coalindia.in Ph: +91-33-7110-4209 Mob: +91-94251 77244 2) Mr. Sritam Das, Senior Manager (P/PR), CIL email: sritam.das@coalindia.in Ph: +91-33-7110-4206

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

Mob: +91-9437450461
The detailed method for participating in the e-Tender is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Tender portal. The Applicants may also seek help from the helpdesk on 24x7 Toll Free No. 0120-4001 002, 0120-4001 005, 0120-6277 787. All queries will be answered in English / Hindi only

2) Time Schedule of Tender:

Sl. No.	Particulars	Date / Time
1	Date of publication of the Tender on the portal	12-Sep-2022
2	Last Date and Time for submission of pre-bid clarifications (one-time clarification), if any	23-Sep-2022 (17:00 hrs IST)
3	Date and Time of pre- bid meeting	27-Sep-2022 (11:00 hrs IST)
4	Last date & time for receipt of both Techno– Commercial bid (Cover-I) and Price bid (Cover-II)	11-Oct-2022 (17:00 hrs IST)
5	Techno-Commercial bid (Cover-I) opening Date & Time	12-Oct-2022 (11:00 hrs IST)

Note:

Bids are to be submitted Single Stage – Two Covers i.e., the Techno-Commercial Bid and the Price Bid, as specified above.

No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

Date & Time for opening of Price Bids shall be intimated separately, through e-procurement portal, to the Bidders whose Techno-Commercial Bids are found to be acceptable

3) Earnest Money Deposit (EMD):

The Bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) of INR 2,00,000 (Two Lakh Rupees Only). The EMD has to be deposited in online mode in CIL’s Bank Account within the last date and time for bid submission. Any Bid not accompanied by an acceptable EMD shall be summarily rejected by the employer as non-responsive and returned to the Bidder without being opened. The Bidder cannot claim interest and or any other form of compensation at the time of refund of such EMD.

4) Clarification of Bid

The Bidder may seek one-time clarification on-line within the specified period. The management will clarify to the relevant queries. Non-furnishing of clarification to any of the queries by the Bidder shall not be construed as any default on the part of CIL and cannot be ground for stalling the bidding process.

5) Pre-bid Meeting

The pre-bid meeting shall be held online as per the scheduled date & time, as specified in this document. 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. Inability of the Bidder to attend the pre-bid meeting on account of any technical glitches or otherwise cannot be a ground for extension of time for seeking pre-bid clarifications or for stalling the bidding process in any manner whatsoever

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) Submission of Bid

The Bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with 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.

Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online/under annexures information submitted by the Bidder are to be uploaded by the Bidder while submitting /their bid.

Letter of Bid (LoB): The format of Letter of Bid (Annexure-1, as given in the NIT) 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 CIL's e-procurement portal 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.

If there is any change in the contents of Letter of Bid uploaded by Bidder as compared to the format of Letter of Bid uploaded by the Owner with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

All bids are to be submitted on-line on CIL's e-procurement portal <https://coalindiatenders.nic.in> within the specified period. No bid shall be accepted after the bid submission deadline for any reason whatsoever.

8) 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 in CIL's e-procurement portal. Under any circumstances, CIL 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.

9) Rejection of Bid

CIL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids at any time during the process without assigning any reason whatsoever and in such case no Bidder / intending Bidder shall have any claim arising out of such action. CIL reserves the right not to accept the lowest offer without assigning any reason whatsoever and the right to negotiate with any or all of the Bidders on any terms and conditions. Such discretion exercised by CIL cannot be questioned by the Bidders before any Court of law or otherwise.

10) Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm 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 Bids with the Bidder's participation to be disqualified

11) 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 business 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
- d) 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

12) Cost of Bidding:

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

13) Currencies of Bid and Payment:

The prices shall be quoted in INR only. The payment shall be made in INR only.

14) 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.

15) Canvassing in Tender:

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

16) Letter of award (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dashboard prior to expiration of the bid validity period. On issuance of Letter of Award (LOA)/Work Order of the tender issued by the Company, Performance Security Deposit in the form of Bank Guarantee must be submitted by the contractor within 21 days of issuance of work order/LOA, failing which the award of work shall be cancelled and the Bidder will be banned for 01(One) year from being eligible to submit Bids to CIL and its subsidiaries.

On receipt of Letter of Award (LOA)/Work Order of the tender issued by the Company, the successful Bidder shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA/work order shall entail cancellation of LOA/work order and the Bidder will be banned for 01(One) year from being eligible to submit Bids to CIL and its subsidiaries. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and CIL.

17) Bid Validity:

The validity period of the tenders shall be **120 (One hundred and twenty)** days from the end date of opening of Techno-Commercial Bid.

In exceptional circumstances, prior to expiry of the original time limit, the Owner 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 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.

The Bidder 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 Bidder violates to abide by this, the Company will be entitled to take action as per this tender document.

18) 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 the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. The system of on-line withdrawal is available on the e-procurement portal up to end date of bid submission.

19) Restriction of Bidder from a country which shares a land border with India

- 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 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder" from a country which shares a land border with India" for the purpose of this order 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 consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who 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 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 per cent of capital or profits of the ownership.
 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 entitlement to more than fifteen per cent 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 per cent 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.
- VII. The declaration format is built in the Commercial Parameter Sheet (CPS) which shall be filled in by the Bidder suitably.

20) 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.

21) 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) 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.

22) Subletting of Work:

No subletting of work as a whole by the contractor is permissible. Prior permission is required for engagement of Sub-Contractor (subject to conditions specified in this tender document).

23) 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 this tender document.

24) The laws applicable to this contract shall be the laws in force in India. High Court of Calcutta shall have exclusive jurisdiction in all matters arising under this contract.

25) Integrity Pact (applicable):

The Bidders are requested to go through the integrity pact which is a part of the tender document. Following Independent External Monitor(s) are appointed for this tender, whose contact details are indicated as under:-

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

Name of IEM(s)	Sri Praveen Garg, IAS (Retd.),	Ms. Nirmal Kaur, IPS(Retd.),
Address	C-6, Tower-6, New Moti Bagh, New Delhi - 110023	House no.8, Plot – 615, Road no. 17, Jawahar Nagar, Mango, Jamshedpur, Jharkhand – 832110.
E-mail & Contact Number	<u>praveengargias@gmail.com</u> Mobile-09810517333	<u>nirmalkaur1983@gmail.com</u> Mobile – 9304795041

Sd/-
GM (CC&PR)
Coal India Limited

Section 1: INSTRUCTION TO BIDDER (ITB)

1. Instructions to Bidder (“ITB”) should be read in conjunction with the other parts of the Bid Documents. Although details presented in this ITB have been compiled with all reasonable care, it is the Bidder's responsibility to satisfy itself that the information / documents submitted as part of its bid are adequate and that there are no conflict between the stipulations contained in this ITB and other parts of the Bid Documents. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the Bidder and no relief or consideration shall be given for errors and omissions.
2. The prospective Bidders are invited to submit their Bid comprising of Techno- Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereinafter in this bidding document.
3. The cost on account of preparation and submission of Bid, negotiations, discussions, Creative Presentation, etc., as may be incurred by the Bidder in the process, are not reimbursable by the owner, and the owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
4. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner’s action. Decision of Owner will be final and binding in this regard.
5. CIL reserves the right to amend/alter/add/delete any provision of this document or of the future contracts arising out of this tender
6. The successful Bidder shall have to furnish the Performance Security Deposit in the form of Bank Guarantees (BG) towards Contract Performance as per CIL’s formats (Annexure-3) to secure CIL’s interest depending upon the nature of the transaction to be determined on the basis of tender.
7. Multiple bids by the same person are not allowed. Any person that controls (directly or indirectly) a Bidder, or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such Bidder, shall not bid on its own. A Bidder who submits or participates in more than one Bid will cause all the Bids with the Bidder’s participation to be disqualified.
8. For the purposes of the above clause the terms ‘person’ means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause the terms ‘control’ as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.
9. **General Guidelines for all BGs:**
 - i. The BG’s shall be stamped in accordance with Stamp Act, of India.

The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act

prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher.

- ii. The date, purpose and name should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is being issued.
- iii. The name and designation of the Authorized Officer of the Bank executing the BG and his power of Attorney/ Signing Power No. should be duly indicated in the B.G.
- iv. Each page of the BG should be duly signed/ initialed by the executants and Stamp of the Bank is affixed thereon. The last page of BG should be signed with full particulars including the name of authorized signatory, full postal addresses, telephone number, fax number etc. under the seal of the Bank as required as per the prescribed proforma in the Bid documents.
- v. Confirmation of BGs through Structured Financial Messaging System (SFMS)

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) to Employer's Beneficiary Bank whose details are provided in the General Conditions of this NIT.

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System).

10. Bidding Documents:

The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

11. Clarification on Bidding Documents:

A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-procurement portal within the specified time. Bidders are also advised to regularly check e-tender portal regarding posting of clarification/Corrigendum, if any. Non-issuance of any clarification by CIL cannot be a ground for stalling the bidding process.

“Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified”.

Should the clarification result in changes to the essential elements of the Bidding Documents, the owner shall amend the Bidding Documents following the procedure as per this tender document.

12. Amendment to Bidding Documents:

At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendments will be posted at e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

13. Pre-Bid Meeting:

The Bidder or his authorized representative may attend Pre-bid Meeting. The purpose of the Conference will be to clarify any issue regarding the Bidding Documents. The Bidder is requested to submit questions through the tender portal prior to the clarification end date & time and notify through e-mail regarding posting of queries. The Owner's responses to the queries raised by the Bidder in writing will be posted at the e-tender portal. Bidders are also advised to regularly check e-tender portal regarding posting of clarification etc, if any. Non-attendance at the Pre-bid Conference will not be a case for disqualification of a Bidder and cannot be a ground for stalling the bidding process.

14. Preparation of Bid:

The Bid shall comprise of two categories of documents: One the Techno- commercial Bid and the other the Price Bid.

Bids are to be submitted complete in all respect with requisite information, Certificates, Annexure and Bid Sheets. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the person(s) who signs the bids.

A Power of Attorney, duly authorized by a Notary Public, is required to be submitted by the Bidder indicating that the person(s) signing the bid has/have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. The Required documents are to be uploaded in different submission folders as indicated in the Bid Submission Checklist, included in the Annexure section of this document.

For preparation of Bid, Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid.

15. Bid Submitted by Consortium:

Bid submission by a Consortium is not allowed for this tender.

16. Language of Bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and CIL shall be written in English language.

17. Bid Currency:

Prices shall be quoted in the INR (Indian Rupee) only. The payments to the successful Bidder shall also be made in Indian Rupee.

18. The Bidder has to quote their prices as per the price schedule in Excel sheet format enclosed along with BOQ sheet in the Bidding document. It is mandatory for each Bidder to quote the prices as per the provisions of the bidding documents. The Bidder has to quote in BOQ sheet/Price Bid as against the entire scope of work as per this tender document.
19. The Bidder should not have been blacklisted/ banned for participation in tenders issued by any government/semi government companies/ PSUs in India as on the due date of submission of bid. The declaration format is built in the Commercial Parameter Sheet (CPS) which shall be filled in by the Bidder suitably.
20. Bidder shall undertake that they shall deal directly with CIL and will not engage any Agent to deal with CIL. Compliance to this provision shall be confirmed by the Bidder.
21. Earnest Money Deposit (EMD):

The Bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) of INR 2,00,000 (Two Lakh Rupees Only). The EMD has to be deposited in online mode in CIL's Bank Account within the last date and time for bid submission. Any Bid not accompanied by an acceptable EMD shall be summarily rejected by the employer as non-responsive and returned to the Bidder without being opened. The Bidder cannot claim interest and or any other form of compensation at the time of refund of such EMD.

EMD of the Bidders whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The EMD of the Bidders who are unsuccessful after opening of Price Bids shall be returned immediately after placement of award on the successful Bidder.

The EMD of the Successful Bidder to whom the award is placed will be returned when said Bidder has signed the Contract Agreement and has furnished the required Contract Performance Guarantee.

22. Submission of EMD:

EMD shall be submitted in Indian Rupees (INR) only.

The value of the Earnest Money to be submitted by the Bidder shall be Rs. 2,00,000 (Rupees Two Lakh only). The Earnest Money has to be deposited through online mode within the last date and time for submission of bids, failing which the bid will be deemed to be non-responsive.

Earnest Money can be deposited by following modes only:

- (a) Online fund transfer through Net banking using Payment Gateway available on portal.
- (b) NEFT/ RTGS from any Scheduled Commercial Bank to the Virtual Pool Account of the Owner strictly as per the challan generated by the Bidder on e-procurement portal.

No other mode for payment is acceptable for submission of EMD in INR.

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Owner's Bank account before bid submission, otherwise the Bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid

before the scheduled last date and time of submission of bid. It is further advised that after successful payment, Bidder should confirm receipt of EMD at Owner's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

If the payment is made by the Bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the Owner within the specified period due to any reason, the bid will not be accepted by the System/ Owner. However, the EMD will be refunded to the Bidder's account automatically.

The Bank account used by the Bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

Notes:

a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The net payment credited to the Owner's bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.

b) Physical mode of payment, i.e., Banker cheques / Demand drafts etc. are not acceptable.

c) The Owner shall not be liable to pay any interest or any other compensation by whatever name called on the amount of Earnest Money Deposit.

23. Exemption from EMD:

State/Central Government Organizations/PSUs and Micro and Small Enterprises [MSEs] (for the tendered items) are exempted from submission of EMD. Such Bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of Bidders	Documents required for exemption of EMD
1	State/Central Government Organizations/ PSUs	Self- declaration
2	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of any of the following documents:- Registration certificate for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or

		Udyog Aadhaar Memorandum issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-II) signed by DIC.
3	NSIC registered Firms Valid and Complete NSIC Registration certificate (irrespective of the stores for which they are registered)	NSIC registered Firms Valid and Complete NSIC Registration certificate (irrespective of the stores for which they are registered)
4	Ancillary Units of the Purchaser Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)	Ancillary Units of the Purchaser Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)

24. Refund of EMD:

EMD in Indian Rupees of unsuccessful Bidders (except the Bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the Bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.

In case the tender is cancelled, then EMD of all the participating Bidders will be refunded unless it is forfeited by the Bidder.

If the Bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.

The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit/ Performance Guarantee from the Bidder.

If the refund of EMD is not received by the Bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment.

No interest or any other compensation by whatever name called can be claimed by the Bidder on the EMD amount so refunded

25. Forfeiture of EMD

The EMD shall be forfeited in any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc

- a) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender but after last date of submission of tender.
- b) If the Bidder withdraws or varies its Bid during the period of bid validity.
- c) If the Bidder does not accept the correction of its Bid Price;
- d) If the Bidder refuses to withdraw, without any cost to the owner, any deviation found anywhere in the Bid

- e) In the case of a successful Bidder, if the Bidder fails within the specified time limit;
- i) To sign the Contract Agreement,
 - ii) To furnish the required Contract Performance Guarantee / Security Deposit,
 - iii) If the Bidder/his representative commits any fraud while competing for this contract.
26. No deviation, whatsoever, is permitted by CIL, to any provisions of the Bidding Documents. The Bidders are advised that while making their Bid and quoting prices, all terms & conditions may appropriately be taken into consideration.
27. Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Corrigendum(s)/ Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Owner.
28. EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
29. The Bidder is to ensure that its bid initially shall remain valid and open for acceptance for One hundred and twenty (120) days from the end date of opening of Techno-Commercial Bid. The bid valid for shorter period shall be rejected by the owner as being non-responsive.
30. In exceptional circumstances, Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by e-mail. A Bidder may grant or refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.
31. Fraud Prevention Policy:
- The Bidder along with its associate/collaborator/subcontractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of Owner, if applicable. The Bidder shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.
32. Submission of Bid:
- The Techno-Commercial Bid comprises inter-alia of following documents:
- Power of Attorney: Bidder shall be required to submit the Power of Attorney of the Bidder / along with the Authority of the person issuing the Power of Attorney, along with the bid.
 - Declarations as per this tender document etc.
 - The documentary evidence establishing technical qualification and financial qualifications
 - Any other document, Bidder feels is important to establish the qualifications and fulfill the tender requirements.
 - Check List for Techno – Commercial Bid Submission
- Note: The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.
33. Authentication of Documents

- I. All Bidders are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.).

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

- II. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified (as per the conditions of this tender document). All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the Bidder and Statutory Auditor.

34. Price Bid

The Unconditional Price Bid Submission, duly completed together with the following attachments and price schedule be submitted online on the e-tender portal:

- Price Schedule updated in line with provisions of this tender

For quoting the Bid Prices, the Bidder are expected to take into account the requirements and conditions of the bidding documents. The Bidder has to quote as per the Excel Sheet of the Price Schedule/BOQ.

The prices are to be quoted by the Bidder in INR only and as per the format provided in the bidding documents. The quoted prices are to remain valid during the entire period of the Contract, till the complete execution. The quoted unit rates of Bidders under the various components in price schedule in Excel sheet format are to remain valid irrespective of the quantities considered for award to the Bidder by the Employer, as per award criteria specified elsewhere in the Bidding Documents.

All charges for the entire scope of work and measurable deliverables shall be included in the quoted price and the same should be for entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.

Under GST regime, if input tax credit (ITC) benefit is available to the Bidder, Bidder to quote their Price bids taking the same into consideration. CIL shall not be in any way, responsible for the same.

Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.

35. Deadline for Submission of Bids

Bids (Techno-commercial bid and price bid) shall be submitted in compliance to the provisions of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the employer.

In the event of the specified date for submission of bids being declared a holiday for the Owner, the bids will be received up to the appointed time on the next working day.

The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with the provisions of this tender document in which case all rights and obligations of Owner and Bidders will thereafter be subject to the deadline as extended.

36. Modification and Withdrawal of Bids

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 online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. The system of on-line withdrawal is available on the e-procurement portal up to last date of bid submission.

37. Bid Opening and Evaluation

The Employer will first open Techno-Commercial Bid, on the date and at the place specified in this document/ any subsequent communication from the employer. Bidder's attendance during the Techno-Commercial Bid opening in CIL premises is not envisaged. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.

The date, location and time of Creative Presentation shall be intimated after opening of Techno-Commercial Bids. It is responsibility of the Applicant to be available for Creative Presentation at the communicated location. CIL shall in no way be responsible for absence of the Applicant during Creative Presentation and the Applicant is liable for disqualification from the tendering process in case the Applicant is unavailable for Creative Presentation.

The date and time for opening of price bids shall be intimated through e-procurement portal after completion of evaluation of Creative Presentation.

Only those Bidders who are eligible by fulfilling the laid down criteria of the relevant stage of the bid will be able to check bid opening status through e-tendering portal.

After the evaluation process of Techno-Commercial bid is completed, Employer will inform, through e-procurement portal, the eligible Bidders in writing regarding date, time and venue set for the opening of Price Bid/ any subsequent communication from the employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, and/or not meeting the Qualifying Requirements (including minimum score specified for Creative Presentation), their respective Price bid will be rejected and shall not be opened. The unsuccessful Bidders cannot question the evaluation process employed by CIL as the same shall be uniformly applicable to all the Bidders

Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid is found to be responsive, will be opened online. Bidder's attendance during the Price Bid opening in CIL premises is not envisaged.

38. Auto Extension of Critical Date

In case, 03(three) bids are not received within originally stipulated time, the due date of tender shall be extended by 4 days automatically by the portal. No separate corrigendum shall be issued and published by the Tender Inviting Authority for extending the due dates. If the extended date 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 offer is received, tender will be cancelled.

39. Contacting the owner

No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the Contract is awarded. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or Contract award decision may result in rejection of the Bidder's bid.

40. Preliminary Examination of Techno-Commercial Bids

CIL will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. During evaluation and comparison of bids, the owner may, at his discretion ask the Bidder for clarification on its bid. The request for clarification shall be communicated to the Bidder via the e-tender portal, asking the Bidder to respond by a specified date which shall not be later than seven (7) days, and also mentioning therein that, if the Bidder does not comply or respond by the date, his bid will be liable to be rejected. The clarification process shall be one time and depending on the outcome, such tenders are to be ignored or considered further. The request for clarification shall be in writing and 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 as all such clarifications would have been obtained prior to the submission of the bid.

The Owner may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The Bidders cannot claim such waiver as a matter of right.

Prior to the detailed evaluation, CIL will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that

(a) Materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner's rights or the Successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

41. Detailed Evaluation of Techno-Commercial Bids

Techno-commercial Bids, prepared and comprising details/documents submitted by Bidders will be evaluated as described below:

CIL will carry out a detailed evaluation of the Techno-Commercial Bids, previously determined to be responsive, in order to determine whether the various aspects are in accordance with the Technical and Commercial aspects and requirements set forth in the Bidding documents. In order to reach such a determination, the owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the various factors, like overall completeness and compliance with the Technical Specifications. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness. The judgment of CIL for evaluation of Techno-commercial Bids cannot be questioned by any Bidder. The Bidders cannot demand CIL to provide the manner of evaluation and reasons for rejection of bids.

The Techno-commercial examination will ascertain that the Bidder fully meets the Qualifying Requirements, stipulated for the works.

Bidder may note that CIL may in its discretion, decide not to give effect to any deviations, variations and additional conditions etc. found anywhere in the bid, in evaluation of bids and it will be assumed that the Bidder complies to all the conditions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer.

After the Techno-commercial Bid is opened, Owner will inform the eligible Bidders, regarding schedule of Creative Presentation to be made by the eligible Bidders. The date, time and location of Creative Presentation shall be intimated to the eligible Bidders. The brief content, scope and scoring methodology of Creative Presentation shall be as per the provisions of this tender document.

After the evaluation of Techno-Commercial bid and Creative Presentation, the owner will inform the eligible Bidders, regarding schedule of Price Bid Opening.

42. Evaluation of Price Bid

Price Bid, prepared and submitted comprising details / documents by Bidders found eligible after evaluation of Techno- Commercial Bids (including Creative Presentation), submitted in accordance with the tender document will be evaluated as described hereinafter:

The Bidder has to quote as per the Excel Sheet of the Price Bid/BOQ.

Arithmetical errors, if any, will be rectified on the following basis:

If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly. If the Bidder does not accept the correction of errors, its Bid will be rejected.

The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents.

43. Award Criteria

The Bidder emerging as the winning Bidder as per the Evaluation Criteria shall be considered for award of the works/services as per the provisions of this tender document. The acceptance of a Bid and award of Contract to one or more than one Bidder, if considered necessary, rests with Owner. Owner would be at liberty to accept any Bid, in whole or in part and to reject any or all the Bids received, without assigning any reason, and no explanation can be demanded of him by any Bidder in respect thereto.

44. Letter/Notification of Award and Agreement

Prior to the expiration of the period of bid validity, the Owner will notify the Successful Bidder in writing by registered letter or by telefax or by email, that its bid has been accepted. The Letter/Notification of Award (LOA/NOA) will constitute the formation of the contract.

45. Signing the Contract Agreement

At the same time, as the Owner notifies the Successful Bidder that its bid has been accepted, the Owner will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all Agreements between the parties.

Within twenty-one (21) days of receipt of the Contract Agreement, the Successful Bidder shall sign and date the Contract Agreement and return it to the Owner. CIL, may at its discretion and having regard to the facts and circumstances of the case, may decide to further extend the date of signing of contract agreement.

46. Performance Security Deposit in the form of Bank Guarantee

Within twenty-one (21) days from the date of Notification of Award, the Successful Bidder shall furnish the Performance Security Deposit in the form of Bank Guarantee from any of the scheduled commercial banks acceptable to CIL as per format enclosed at Annexure-3 of Bidding Documents.

The Performance Security Deposit in the form of Bank Guarantee shall be valid till three months beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract and shall be valid initially for 27 months (24 months of Contract Period + 3 months) from date of issue of the Letter/Notification of Award and suitably extended based on the scheduled delivery. The value of Performance Security Deposit in the form of Bank Guarantee shall be 3% of the total contract value plus applicable taxes. [It is clarified that the Performance Security Deposit in the form of Bank Guarantee value shall be 3% of the total value of the Contract + 3% of the applicable taxes on the contract value].

The Performance Security Deposit in the form of Bank Guarantee submitted shall be essentially from any of the Scheduled Commercial Banks acceptable to CIL.

The Performance Security Deposit in the form of Bank Guarantee submitted from within India shall be issued on Non- Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.

47. Ineligibility to participate in re-tender

Failure of the Successful Bidder to comply with the requirements of Performance Security Deposit in the form of Bank Guarantee shall constitute sufficient grounds for the annulment of the award. If a Bidder after having been issued the Letter/Notification of Award, either does not sign the Contract Agreement or does not submit an acceptable Performance Security Deposit in the form of Bank Guarantee, and which results in tender being annulled then such Bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such Bidder shall also be dealt as per the provisions of the contract and policy for Withholding and Banning of Business Dealings.

48. Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by CIL or the Bidder shall be taken or executed by the officials/representatives authorized for the purpose.

49. Obligations of the Successful Bidder

The Successful Bidder(s) shall perform the work and carry out their obligations as per Scope of Work and terms and conditions defined in the Bid Document or Contract or Agreement with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to CIL and shall at all times support and safeguard CIL's legitimate interests.

50. **Eligibility Criteria (Qualification Criteria):**

50.1 General Eligibility Criteria

- a) The Applicant entity should be eligible to participate in the public procurement process in India and should not be a restricted entity in line with the guidelines set by Ministry of Finance, Department of Expenditure, Public Procurement Division, vide Memo Number F.No.6/18/2019-PPD dated 23.07.2020, as amended by the Government of India from time to time.
- b) The Applicant entity shall not be under corporate insolvency resolution process, liquidation or similar proceedings under the Companies Act, 2013 and its amendments thereof or any relevant law in India, as applicable.
- c) The Applicant entity must have PAN, GSTIN and Provident Fund registration (wherever applicable).

50.2 Technical Eligibility Criteria

- (a) **Revenue from Operations:** The Agency should have an Average Annual Revenue from Operations of at least Rs. 20 Crores (Rupees Twenty Crore Only) during the last three (3) consecutive financial years, as per the latest audited profit and loss account and balance sheet of the Applicant. Standalone Revenue from Operations of the company applying for the engagement will only be considered and not of groups companies or subsidiaries of the company. In case Audited Financials of 2021-2022 is

available then average of 2019-20, 2020-21 and 2021-22 shall be considered and in case Audited Financial of FY 2021-2022 is not available then average of 2018-19, 2019-20 and 2020-21 shall be considered. Certificate of Average Annual Revenue from Operations as per Annexure – 5A shall be issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information with UDIN to be uploaded in the portal.

- (b) **Net-Worth:** The net-worth of the Applicant shall be positive as per latest audited Balance Sheet of the Applicant. Certificate of Net Worth as per Annexure – 5B shall be issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information with UDIN to be uploaded in the portal
- (c) **Clientele experience:** The Agency should have a minimum experience of at least 5 clients in the preceding 7 years (within period from 01 April 2015 to 31 March 2022) in handling Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR). The Annual Revenue from Operations as per the latest audited profit and loss statement of each such client shall be equal to or more than INR 1000 Crores. Client Certificate as Annexure 16 and latest audited profit and loss statement of the Client to be shared as documentary evidence for this. It is to be noted that in case the Client of the PR Agency is a Government Organization, then the condition of minimum Revenue from Operations of that particular Government Client is not applicable.
- (d) **Experience:** The Agency should be single professional business entity incorporated in India under the Companies Act, 2013 and its amendments thereof or any other relevant law in India (Partnership/LLP etc.), as applicable, having experience in Public Relations (PR) and Digital PR and should have standing of at least 10 (ten) years as of 31 March 2022. (Copy of self-attested certificate of Incorporation/ Notarized Partnership Agreement/Trade License with proof of Incorporation).
- (e) **Professional Team Members:** The PR Agency should have at least 5 full time professional team members (manpower/employee) having minimum 5 years of experience in the field of Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR). The Agency will be required to furnish the list of personnel as per Annexure 5E along with the CV of the professional team members as per Annexure 17.

Notes to the Eligibility Criteria:

- The Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bids not substantially responsive to this document in any respect will be at the agency's risk and may result in rejection of the bid.
- The Agency will enclose necessary documents and declaration for the above-mentioned eligibility criteria along with application. CIL shall verify the same.
- Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm are to be submitted along with the Bid document

- Even though the Bidders may meet the above pre-qualification/eligibility criteria, they are subject to be disqualified at any stage, including post award of contract, inter alia, in case of following circumstances/ conditions:
 - If the Bidder has made any false representation including in the forms, statements and attachments submitted in proof of the pre-qualification/eligibility requirements.
 - If the Bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
 - If at a later stage it is found that any Bidder has wrongly certified any information, the Bidder shall be liable for action under the applicable laws besides termination of contract.
- Financial Year here means period of 12 months for which the Annual Accounts of a Company is prepared.
- In support of the financial eligibility criteria the Bidder shall submit Audited Financial Statements for last three financial years (FY20, FY21 & FY22). If audited financials of FY 2022 are not available, then audited financials of FY 2019, 2020 and 2021 shall be submitted for the purpose of financial eligibility criteria.
- Net worth in relation to applicant shall mean net worth as per Companies Act of India, 2013. The net-worth shall be as per the latest audited balance sheet of the Applicant. The net-worth certificate as per Annexure – 5B should not be dated earlier than the date of publication of this tender document.
- Revenue from Operations here means the Operating revenue that a company generates from its primary business activities, and it shall not include other income of the Applicant.
- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Revenue from Operations in INR converted in accordance with the reference rate of the Reserve Bank of India/FBIL (published on its official website) as of the last date of the relevant financial year. In the event, the Reserve Bank of India did not publish the reference rate with respect to any currency in which the financial statements are recorded for any Applicant then the Bill selling rate of State Bank of India may be used for conversion rate.

51. Creative Presentation:

As part of techno-commercial bid the Agencies shall be required to make a Creative Presentation covering the roadmap of Public Relation strategy for CIL. The presentation should clearly mention the implementation plan and strategy for PR makeover of CIL. The presentation should address the following key questions which shall carry the below markings for evaluation:

Key Theme	Maximum Marks
1) How will the PR agency convey the information about CIL's importance in the country's energy, economy and social sectors, achievements, milestones, developmental activities and any other positive components to create a distinct corporate identity and Brand image	4
2) What are the ways to strengthen CIL's image as a corporate that not only secures India's energy requirements but also as a leading entity that touches the lives of the countrymen in more ways than one, under its corporate social responsibility umbrella	4
3) How will the PR Agency create a perception that CIL underpins as much importance for environmental protection as it does for its mining activities	4
4) The mechanism that the PR Agency will adopt to showcase CIL's diversification activities and CIL's positioning as an Energy Leader	4

5) How the PR agency will reach out to the target audience with appropriate media mix, the underlining criteria being, deriving maximum benefit from such media used and the use of internal communication tools for employee communications	4
---	---

52. Technical Evaluation:

S.No	Criteria	Max Marks	Scoring Methodology
1	Revenue from Operations	30	<p>For Greater than equal to INR 20 Crores and less than INR 50 crores (Annual Average of last 3 financial years) – 10 Marks</p> <p>Greater than equal to INR 50 Crores and less than INR 100 Crores – 20 Marks.</p> <p>For INR 100 Crores or more – 30 Marks</p> <p>Note:</p> <p>The maximum mark under this criterion is 30</p>
2	Net worth	20	<p>For Greater than INR 0 and less than INR 5 crores (as per latest audited financial statement) – 10 Marks</p> <p>Greater than equal to INR 5 Crores and less than INR 10 Crores – 15 Marks.</p> <p>For INR 10 Crores or more – 20 Marks</p> <p>Note:</p> <p>The maximum mark under this criterion is 20</p>
3	<p>Clientele</p> <p>The Applicant shall have experience in handling Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR) of the Client.</p>	20	<p>For 5 Clients – 10 Marks</p> <p>For each additional client (over and above 5) – 2 marks each.</p> <p>Note:</p> <p>The maximum mark under this criterion is 20</p> <p>(Only clients within period from 01 April 2015 to 31 March 2022 shall be considered. The Annual Revenue from Operations as per the latest audited financial statements of each such client</p>

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

			shall be INR 1000 Crores or more) It is to be noted that in case the Client of the PR Agency is a Government Organization, then the condition of minimum Revenue from Operations of that particular Government Client is not applicable.
4	Experience	5	For 10 Years' or more Experience – 5 Marks Note: Year shall refer to a period of 12 months and the period till March 31, 2022 shall be considered for calculation of experience.
5	Professional Team Members (Manpower) with 5 Years or more experience in PR	5	5 or more Professional Team Members - 5 Marks (Professional Team Member here means Manpower/Employee of PR agency having experience of 5 years or more in PR)
6	Creative Presentation	20	Subjective Evaluation. (Scoring pattern of Creative Presentation defined under the previous clause)

CIL shall evaluate the technical proposal on the basis of eligibility criteria (qualification criteria) and scoring methodology given above. The cumulative score on technical parameters (excluding Creative Presentation) should not be less than 48 out of 80 (based on parameters S.No 1 to 5 in the table above) for being eligible for Creative Presentation.

Bidders qualified as per the eligibility criteria and scoring methodology detailed above (from point 1 to 5 above) would be required to make a Creative Presentation before the evaluation committee of CIL. Minimum marks in Creative Presentation (point 6 above) required is 12 out of 20. Agencies scoring less than 12 in Creative Presentation shall be disqualified. The Agencies getting cumulative score of 65 marks or more out of 100 (from point 1 to 6 above) shall proceed to the next step of price-bid evaluation.

To summarise, Agencies scoring 48 or more out of 80 in technical eligibility scoring (point 1 to 5 above) **and** 12 or more out of 20 in Creative Presentation (point 6 above) **and** cumulatively scoring 65 or more out of 100 (point 1 to 6 above) will be shortlisted for Price-bid. All the above conditions shall be satisfied for being shortlisted for Price-Bid Opening.

Further, the Applicant is liable for disqualification in case the Applicant is unavailable for Creative

Presentation or fails to submit Creative Presentation as part of techno-commercial bid.

The Price-bid of Agencies who qualify in the technical evaluation as per scoring methodology above shall be opened at the date and time intimated through e-procurement portal of CIL.

The Applicant is required to quote the monthly retainership fees (excluding applicable GST and including all other expenses) in the Price-bid. The price bid shall be given a weightage of 70% and technical evaluation shall be given a weightage of 30%.

The combined score of technical proposal (30%) and Price bid (70%) and will determine the H1, H2, H3 (Highest bidders) and so on. The Agency with the highest combined score (Technical + Price Bid) will be recommended for engagement as Professional PR agency of CIL.

Combined score will be calculated for all qualified Agencies using formula given below:

$$\text{Score} = (T/Ht) \times (Wt) + (LC/C) \times (1-Wt)$$

Where,

T is Technical Evaluation Score (Technical Eligibility + Presentation) of the Agency

Ht is the Highest Technical Evaluation Score (Technical Eligibility + Presentation) among the eligible Agencies

Wt is 30% weight given to Technical Evaluation Score

LC is Lowest Monthly Retainership among the eligible Agencies (Eligible Agencies here means who qualified for price bid opening)

C is Monthly Retainership fees of the Agency

1-Wt is 70% weight given to Price Bid

Section 2: GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

- i. The word "Company" or "Employer" or "Owner" or "CIL" wherever occurs in the conditions, means Coal India Limited, represented at the headquarters of the Company.
- ii. The word "Principal Employer" or "Executive" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Agency(ies)" wherever occurs means the successful Bidder/Bidders who 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.
- iv. "The Site" shall mean the site of the contract work or any other place allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on 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 supplied materials.
- vi. "Consulting Executive/Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Executive/Officer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Executive/Officer-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 the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Executive/Officer-in-charge/Designated Officer-in-charge of the Company.
- x. The 'contract' shall mean the notice inviting tender and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/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.
- xi. The 'works' or 'services' shall mean the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract
- xii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

- xiii. 'Contract price' shall mean the total sum for which tender is accepted by the Company.
- xiv. '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 firm or to an office of the corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xv. "Letter of Acceptance" or "Letter of Award" or "LOA" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.
- xvi. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.
- xvii. "Contractor's Works" shall mean the place of work used by the Contractor, their collaborators or sub-contractors for the performance of the works.
- xviii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the Works under the contract and/or the duly authorized representative of the owner.
- xix. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Executive/Executive-in-Charge.
- xx. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of work under the Contract.
- xxi. Party means CIL or Bidder, as the case may be, and "Parties" means both of them.
- xxii. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
- (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - (i) A.S.M.E. Test codes.
 - (ii) A.I.E.E. Test codes.
 - (iii) American Society of Materials Testing Codes.
 - (iv) Indian Electricity Act and Rules and Regulations made thereunder.
 - (v) Indian Explosive Act and Rules and Regulations made thereunder.
 - (vi) Indian Petroleum Act and Rules and Regulations made thereunder.
 - (vii) Indian Mines Act and Rules and Regulations made thereunder.
 - (c) Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- xxiii. Words importing singular only shall also include the plural and vice-versa where the context so requires.

- xxiv. Commercial Operation Date (“COD”) or “Service Commencement” shall be within 7 days from the date of signing of the contract or such extended period as may be agreed upon by CIL.
- xxv. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxvi. "Government Approvals" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the execution of the Contract.
- xxvii. "Month" shall mean a calendar month according to the Gregorian calendar.
- xxviii. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the Bidder in favour of CIL shall be operative in Kolkata, West Bengal.
- xxix. “Bid/ offer/ proposal” shall mean the proposal of the Bidder submitted in response to the bid document issued by the company i.e. CIL.
- xxx. “Measurable deliverables” will include the jobs against the quoted monthly retainership fee.
- xxxi. “Retainership fee” shall mean the monthly fee quoted by the Bidders against measurable deliverables.
- xxxii. “Unpaid mode of communication” shall refer to disseminating messages/any communication using various media without making any commercial payment by CIL (other than monthly retainership fees).
- xxxiii. “Paid mode of communication” shall refer to commercially payment by CIL (other than monthly retainership fees), for disseminating messages/any communication using various media.

2. **CONTRACT DOCUMENTS**

The following documents shall constitute the contract documents:

- i. Articles of Agreement,
- ii. Notice Inviting Tender,
- iii. Letter of Acceptance of Tender
- iv. Conditions of contract, including general terms and conditions, additional terms and conditions, technical terms and conditions, erection terms and conditions, documents related to quality assurance, Integrity Pact, special conditions, if any etc. forming part of the Agreement,
- v. Specifications, where it is part of Tender Documents,
- vi. Performance Security Deposit in the form Bank Guarantee as mentioned elsewhere in the NIT,
- vii. Scope of works/Bills of quantities/schedule of works/quantities.
- viii. Certificate of registration as per statutory requirements under Goods and, Services Tax Registration, Contract Labour License, Electrical Contractor License etc. as may be applicable

It is further agreed upon that the Contract Documents set out in Clause 2.0 above are deemed to be incorporated in this Contract by way of reference

- 2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary to the Contractor. Any information otherwise obtained from the Owner or the Executive shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.
- 2.2 The Contractor shall enter into a Contract Agreement with the Owner within 21 (twenty-one) days from the date of issuance of "LOA" or within such extended time as may be granted by the owner. The Performance Security Deposit in the form of Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of issuance of LOA by the successful Bidders. The Performance Security Deposit in the form of Bank Guarantee shall be as per terms prescribed in the General Terms and Conditions of this tender.
- 2.3 The owner, after the issue of LOA of the Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.
- 2.4 The Agreement, unless otherwise agreed to, shall be signed within 21 days from the date of issuance of LOA, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials.
- 2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall 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.
- 2.6 The contractor shall provide free of cost to the owner all the documents and materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.
- 2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.
- 2.8 The laws applicable to this contract shall be the laws in force in India. The Calcutta High Court shall have exclusive jurisdiction in all matters arising under this contract.

3. **CONTRACT PERFORMANCE SECURITY DEPOSIT**

- 3.1 Security Deposit shall consist of;
 - a) Performance Security Deposit in the form of Bank Guarantee to be submitted at award of work and it shall bear no interest or any other compensation by whatever name called.
- 3.2 Performance Security should be 3% of contract amount plus applicable taxes and should be submitted by the successful Bidder within 21 days of issue of LOA in the form of a Bank Guarantee as per the format specified in the Tender document from any scheduled commercial bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at Kolkata, West Bengal. The BG shall contain complete postal address, telephone number, fax number and email address of both out

station bank issuing the BG as well as its local operating branch.

Performance Security Deposit (PSD) as Bank Guarantee, shall be in paper form on behalf of the Contractor in favour of “Coal India Limited .”as well as issued under “Structured Financial Messaging System (SFMS)”. Format for Bank Guarantee from a Schedule Bank shall be as provided in this Tender document.

Such Performance Security in the form of a BG is to be held by the Owner in lieu of cash as security for the Contractor’s obligation under the Contract and due discharge of Contractor’s liabilities under and/ or arising out of the Contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the Performance Security in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the Contractor to the quantum of the Performance Security.

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 No. ICIC0000006

Account No. 000651000038

Customer ID: 066312

GSTIN of CIL is 19AABCC3929J1ZH

Work shall commence only after submission of Performance Security.

In case the successful Bidder fails to submit the Performance security within the stipulated time then the award of work shall be cancelled and the Bidder will be banned for one year from being eligible to submit bids in CIL and its subsidiaries.

- 3.3. The Bank Guarantee shall be valid till three month beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract.
- 3.4. The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 3.5. The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages stipulated in the bidding documents.
- 3.6. All Bank Guarantees are to be submitted in the format prescribed by the company in bid document. Bank Guarantee shall be irrevocable, and it shall be from any scheduled commercial bank acceptable to the owner. The BG issued by outstation Bank shall be operative at its local branch at Kolkata, West Bengal.
- 3.7. The Company shall be at liberty to deduct/appropriate from the Performance Security Deposit

such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Performance Security Deposit in the form of Bank Guarantee shall have to be restored by Contractor subsequently.

- 3.8. Without prejudice to any other right or remedy available to the Owner, the Owner may at any time and from time to time before completion of the works under this Contract require the Contractor by notice in writing to renew/extend the Performance Security Deposit in the form of bank guarantee for such period(s) as the Owner may deem fit, and upon such request, the Contractor shall renew/extend the Performance Security Deposit in the form of bank guarantee for the required period(s), and without prejudice to any other right or remedy under the Contract, and unless the Owner shall not have required such renewal, the Owner shall be entitled to encash and appropriate the Performance Security Deposit in the form of bank guarantee if not renewed at least 14 (fourteen) days prior to the date of expiry thereof during the subsistence of this Contract.

4. ASSIGNMENT AND SUBLETTING OF CONTRACT

- 4.1 The contractor may, after informing the executive in charge/ designated officer in charge, with proper justification for acceptance, assign or sub-let the contract or any part thereof. Such assignment of subletting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior information of executive shall be void.
- 4.2 The Contractor shall not be allowed to sub-Contract works in any manner to any third-party lien, right or interest, provided that the sub-Contractor / sub-vendor is from a country which shares a land border with India unless such Contractor is registered with the competent Authority, with the written approval of the Owner. Provided that such consent shall not relieve the Contractor from any liability or obligation under the Contract and it shall be responsible for the acts, default and neglects of any sub-Contractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.
- 4.3 In the event of the Contractor proposing a sub-Contractor for any part of the works after execution of the Contract, it shall submit to the Owner for approval the details of the sub-Contractors. The Contractor shall ensure that only competent and resourceful agencies with proven track records and performance of executing works in accordance with standard and good industry practices shall be engaged as its sub-Contractors. The Contractor will submit the requisite credentials of the agency(ies) it proposes to engage as sub-Contractor sufficiently in advance to the Owner. The details so furnished by the Contractor shall be reviewed by the Owner. In case the agency(ies) proposed by the Contractor are not considered acceptable, the Contractor will be required to furnish credentials of an alternate agency(ies) for approval of the Owner. Based on the review and assessment, the agency(ies) shall either be approved or rejected by the Owner within [21 (twenty one)] days of furnishing of their credentials by the Contractor.
- 4.4 At the commencement of every month the Contractor shall furnish to the Owner a list of all sub-Contractors engaged by the Contractor during the previous month with the particulars of the general natures of the sub-contract or works undertaken by them.
- 4.5 The Owner shall also be provided with copies of the sub-Contracts the Contractor so executes with such sub-Contractors. The Contractor shall remain solely responsible for the quality and proper and expeditious execution of the works and the performances of all the conditions of the Contract in all respect as if such sub-Contracting had not taken place, and as if such works has been done directly by the Contractor.

4.6 Following scope of jobs shall not be allowed to sub-contracted and shall be retained with the Contractor and performed by the Contractor in all cases:

- (a) Safety compliance with all jobs;
- (b) Planning, scheduling and monitoring activities;
- (c) Quality control and quality assurance activities; and
- (d) Total project management.
- (e) Any other work which at the discretion of CIL shall not be sub-contracted.

4.7 The Contractor shall not sub-Contract all or substantially whole of the works. For the avoidance of doubt, the decision of the Owner in respect of the substantiality of the works proposed to be sub-contracted shall be final and binding on the Contractor.

5. PATENT RIGHTS AND ROYALTIES

5.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the supply, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled.

6. TIME - THE ESSENCE OF CONTRACT

6.1 The Commercial Operation Date (“COD”) or “Service Commencement” shall be within 7 days from the date of signing of the contract or such extended period as may be agreed upon by CIL.

7. CONTRACT PRICE

7.1 The monthly retainership fees quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work of the project as per this tender document

8. HANDLING OF DOCUMENTS / CONFIDENTIALITY

- 8.1 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
- 8.2 The obligation of a party under above sub-clauses, however, shall not apply to that information which now or hereafter enters the public domain through no fault of that party can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 8.3 The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 8.4 The provisions of this GCC clause shall survive termination, for whatever reason, of the Contract.
- 8.5 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.

9. DEDUCTIONS FROM CONTRACT PRICE

- 9.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated in writing by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by CIL or other subsidiaries of CIL and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

10. LIQUIDATED DAMAGES FOR DELAY IN COMMENCEMENT/PERFORMANCE

- 10.1 Liquidated damages for delay in Service Commencement as per the Contract shall be at the rate of 0.5% of the Contract value for each week's delay or part thereof subject to maximum limit of 10% of the total Contract value.
- 10.2 CIL shall recover liquidated damages for delay by the Agency in the performance of its delivery obligations. CIL shall recover penalty at the rate of 0.5% of the Monthly Retainership Fee for each week's delay or part thereof subject to maximum limit of 10% of the retainership fees for the particular month, for non-performance and delayed performance of the committed measurable deliverables.

- 10.3 It is to be noted that monthly retainership fee shall be made against the measurable deliverables. The payment shall be made proportionately based on the number of activities (7 activities) performed by the PR agency given in the Measurable Deliverables. In case any one or more activities (out of the 7 activities given in Measurable Deliverables) are not performed by the Agency then proportionate payment of that corresponding activity(ies) shall not be made to the PR Agency.

It is clarified that if the Agency performs say 6 out of 7 activities provided in the Measurable Deliverables, then proportionate payment of $(6/7 \times \text{monthly retainership fees})$ shall be made).

In case if the PR Agency is unable to perform any of the activities provided in the monthly deliverables due to any act of omission on the part of CIL, then failure to perform such activity shall not be attributable to the PR Agency. In such a case, liquidated damages as per clause 10.2 and proportionate deduction of monthly retainership fees as per clause 10.3 of Section 2 General Condition of Contract of this NIT document shall not be applicable.

11. CONTRACTOR'S DEFAULT

- 11.1 The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or part (at the option of the Owner), if the Contractor fails to perform any other obligation(s) under the Contract.
- 11.2 The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay of commencement of training. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.
- 11.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

12. FORCE MAJEURE

- 12.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- (a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
 - (b) Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 12.2 (a) The successful Bidder/ contractor will advise, in the event of his having 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 lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) 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 causes of Force Majeure and neither company nor the Bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
- (c) If any of the Force Majeure conditions exists in the place of operation of the Bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- (d) An event of Force Majeure shall not relieve the Affected Party from liability for an obligation which arose before the occurrence of such event of Force Majeure, nor does the event which affect the obligation to pay money in a timely manner which matured prior to the occurrence of such event.
- (e) The Contractor has no entitlement and the Owner has no liability for: (i) any costs, losses, expenses, damages or the payments of any part of the Contract Price during the event of a Force Majeure; (ii) any delay costs incurred by the Contractor due to an event of the Force Majeure.
- (f) A Force Majeure event affecting a portion of work shall not excuse the Contractor's failure to timely complete the unaffected portions of the work.
- 12.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.
- 12.4 If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than 60 (sixty) days on account of one or more Force Majeure events during the subsistence of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either the Contractor or the Owner may terminate the Contract by giving a notice to the other.
- 12.5 In the event there arises a disagreement in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the Settlement of Disputes

clause of this tender document, provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the person claiming relief on account of such Force Majeure event

13. DELAYS BY OWNER OR HIS AUTHORISED AGENT

- 13.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the executive shall be final.

14. EXTENSION OF DATE OF COMPLETION

- 14.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Executive-in-charge :
- a. due to any reasons defined as Force Majeure
 - b. any other causes which, at the sole discretion of the company is beyond the control of the contractor
- 14.2 Provisional extension of time may also be granted by the Executive/Officer-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 liquidated damages at the time of granting final extension of time as per contract agreement.
- 14.3 In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Executive-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Executive-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 contract.

15. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

- 15.1 The owner 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, 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 Executive/Officer-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 Executive/Officer-in-charge, then on the expiry of the period as may be specified by the Executive-in-charge in a notice in writing

or

- c. 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 Executive/Officer-in-charge in a notice in writing

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 the company.

or

- e. Shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.

or

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

15.2 The owner shall in such an event give fifteen (15) days notice in writing to the contractor of his decision to do so.

15.3 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

15.4 The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:

- 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 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 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 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.

15.5 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and / or the surviving partners of the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable to damages for not completing the contract.

15.6 On cancellation of the contract or on termination of the contract, the Executive-in-charge shall have powers

- a. To take possession of any materials, deliverables, etc. thereon.
- b. 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 through forfeiture/invocation of security deposit comprising of Performance Guarantee at the disposal of the employer.

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 Executive/Officer-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 Executive/Officer-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.

15.7 Suspension of work - The company shall have power to suspend the progress of the work or any part thereof and the Executive/Officer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the executive. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of

this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company. The said amount shall be recovered without prejudice to any other right or remedy available to the employer as per law or as per agreement

15.8 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Executive/Officer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured upto the date of such abandonment/reduction in the work.

16. NO WAIVER OF RIGHTS

Neither the inspection by the owner or the executive or any of their officials, employees or agents nor any order by the owner or the executive for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the executive, nor any extension of time, nor any possession taken by the executive shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

17. CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the executive, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the executive shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the executive or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the owner.

18. GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable

from any moneys otherwise due to the contractor under the contract.

19. LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

20. RELEASE OF INFORMATION

The contractor shall not communicate, share or use any material or information of the owner of the works under this contract, or other information, concerning the works unless prior permission has been obtained from the owner.

21. CONSTRUCTION OF THE CONTRACT

21.1 In case owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilize the same exclusively for the purposes of the said contract.

21.2 The contract shall in all respects be construed and governed accordingly to Indian Laws.

22. 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.

23. EXECUTIVE'S DECISION

23.1 In respect of all matters which are left to the decision of the executive including

the granting or withholding of the certificates, the executive shall, if required to do so by the contractor give in writing a decision thereon.

23.2 If in the opinion of the contractor, a decision made by the executive is not in accordance with the meaning and intent of the contract, the contractor may file with the executive within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the executive's decision and the decision shall become final and binding.

23.3 The executive's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the executive as rendered shall be promptly observed.

24. POWER TO VARY OR OMIT WORK

24.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the executive, but the executive shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the executive thereof in writing and the executive shall decide forthwith, whether or not the same shall be carried out and if the executive confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

24.2 In the event of the executive requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.

24.3 In any case in which the contractor has received instructions from the executive as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the executive to that effect. But the executive shall not become liable for the payment of any charges in respect of any such

variations, unless the instructions for the performance of the same shall be confirmed in writing by the executive.

24.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before in contractor proceeds with the change.

24.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the executive shall prevail.

24.6 Notwithstanding anything stated above in this clause, the executive shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

25. DEFENCE OF SUITS

If any action in court is brought against the owner or executive or an officer or agent of the owner. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the executive and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

26. LIMITATIONS OF LIABILITIES

Except in case of Criminal Negligence or Willful Misconduct,

(i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.

(ii) The Contractor shall not be liable to the owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.

(iii) However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.

27. MARGINAL NOTES

The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

28. TAXES, PERMITS & LICENCES

28.1 The contractor shall be liable and pay all- Indian taxes, duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only.

The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company to claim Input Tax Credit under the applicable laws. The invoice shall be in compliance with the relevant rules.

CIL is entitled to avail Input Tax Credit on account of: CGST, SGST/UTGST, IGST and GST Compensation Cess, as applicable. Hence set off allowed against CGST, SGST/UTGST, IGST and GST Compensation Cess as per relevant rules/act. Contractor shall submit relevant document as desired by CIL at the time of supply, along with the bills/invoice as per relevant rules for enabling CIL to claim Input tax credit benefit.

28.2 The Company shall deduct Income Tax as per prevalent rate from time to time as per the provisions of the Income tax Act, 1961 of India.

29. PAYMENT

29.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified in this tender. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract. The paying authority will be GM (Finance), CIL or his authorized representatives.

The payment to the contractor will be made through Electronics Mode.

29.2 CURRENCY OF PAYMENT

All payments under the contract shall be in Indian Rupees only.

29.3 DUE DATES FOR PAYMENT

Owner will make progressive payment as and when the payment is due as per the terms of payment. The Contractor shall raise monthly bills on the basis of monthly retainership fees as per the Contract. Payment will become due and payable by the owner within twenty one (21) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

It is to be noted that payment shall be made against the measurable deliverables. In case all the measurable deliverables are not performed by the Agency then proportionate payment shall be made for the number of activities performed against the measurable deliverable

29.4 TERMS OF PAYMENTS

The Contractor shall submit monthly claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer.

All such payments shall be made by the Employer online within 21 days from the date of the submission of claims/bills. Payment will also be governed by the General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be.

All payments under the contract shall be in Indian Rupees only.

In the event, tax invoices issued by the contractor are not uploaded on the common GST portal in a time manner resulting in denial of credits in the hands of the employer, the employer shall be at liberty to withhold so much of the amounts from the subsequent payments due to the contractor.

29.5 Payment Procedure

Subject to any deduction which the Employer may be authorized to make under this Contract, and or to any additions or deductions provided for this Contract, the Contractor shall be entitled to payment as follows:

- I. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LOA/Contract Agreement. All payment shall be made on the basis of deliverables as per scope of work.
- II. The Contractor shall submit the Tax Invoice for claim in three copies with relevant GST details and all supporting documents as per the Contract condition to the Employer. After due verification and recommendation, the Employer shall process verified bills for release of payment. Payments shall be released in 21 (Twenty One) days by A/c payee cheque / RTGS/ NEFT or any other mode as communicated by the Employer from date of submission of clear invoice.
- III. The Contractor shall submit the Tax Invoice for the work executed showing separately GST and any other statutory levies in the Tax Invoice.
- V. All taxes and deductions shall be applicable as per prevailing statutory rules and provisions in force.
- VI. In case the Contractor fails to submit the invoice with all the required documents to process payments, the Employer reserves the right to hold the payment of the Contractor against such invoices.

30. 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 Executive/Officer-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 Dealing Department of 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 AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) 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 2021).

31. 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 relevant clause in this tender document.

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 CMD of CIL. 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 CMD of CIL 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 CMD of CIL 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 2021, 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.

32. 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.
33. 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.

34. Discrepancies In Contract Documents & Adjustments Thereof

- 34.1 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.
- 34.2 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 specifications forming part of the particular contract document.

Section 3: TECHNICAL SPECIFICATION

1. Corporate Image/PR Makeover in the context of Coal India Limited (CIL)

For CIL the necessity of a distinct identity and a favorable image among the public is not to sell the product (at least not immediately) as in case of FMCGs. But, more as a projection of CIL as a whole Brand, as bedrock of India's energy sector, as a stable, committed, largest energy provider in the country. In a country where 70% of the electricity generated is coal based, CIL virtually empowers the power sector of the country with 80% of its supplies directed to Gencos. The idea is to create CIL's Brand image as Energy Producer rather than as a Coal Producer because of the perceived notions of coal being a non-environment friendly fuel. CIL also fuels a host of other major industries.

Energy apart, CIL also plays a critical role in the country's economy contributing humungous amounts to the exchequer - both Centre and States - in terms of Corporate Tax, Dividend, royalty, cess and a host of other taxes.

CIL, living up to its Corporate Citizen role is one of the largest spenders in the country under Corporate Social Responsibility. Primarily the public needs to know what Coal India is as a corporate entity and how it contributes to the country - economically, socially apart from its core role as energy provider.

The company adopts multiple measures to improve environment, expand green cover over its mined-out areas, creates eco-parks and tourism spots, and provides mine water to lakhs of villagers for domestic and agricultural use.

CIL is also a technology savvy corporate with adaption and infusion of modern technologies in production, transportation of coal, safety, environment etc.

Primarily the public needs to be made aware or sensitized about CIL's role as energy provider, contributor to Indian economy, conscious corporate citizen towards environment and society. Also as technology savvy corporate with adaption and infusion of modern technologies in production, transportation of coal, safety, environment etc.

While coal mining and marketing remains the company's core area, CIL is also stepping into cleaner, greener, renewable energy sources and other diversification areas like Aluminium, Coal to Chemical, etc. Entry into Solar power generation and other diversification areas is essential to remain relevant in the country's energy and other strategic sector. CIL is laying foundation to retain its dominance in the energy and other strategic sector.

2. Indicative Scope of Work for Engagement of Professional PR Agency

In view of the above, the indicative Scope of Work for Engagement of Professional PR Agency could comprise of following:

- (i) To convey the information about CIL's importance in the country's energy, economy and social sectors, achievements, milestones, developmental activities and any other positive components in an interesting and lucid manner to create a distinct corporate identity and Brand image.
- (ii) To achieve positive brand resonance in positioning CIL as India's largest energy producer and supplier rather than as the largest coal miner.
- (iii) To strengthen CIL's image as a corporate that not only secures India's energy requirements but also as a leading entity that touches the lives of the countrymen in more ways than one, under its corporate social responsibility umbrella.
- (iv) To create a perception that CIL underpins as much importance for environmental protection as it does for its mining activities.
- (v) To evaluate the existing image bottlenecks of the company and build an impactful connection with the public, customers, opinion makers, stakeholders and shareholders, financial analysts, key decision makers, through a strong multi-media connect and increased visibility to build amplified awareness of the company's activities.
- (vi) To showcase CIL's diversification activities to position CIL as an Energy Leader and a Diversified Conglomerate.
- (vii) To disseminate the right message to the right target at the right time through corporate communications, crisis management, creative strategies and a mix of communication tools.
- (viii) To reach out to the target audience with appropriate media mix, the underlining criteria being, deriving maximum benefit from such media used.
- (ix) To use internal communication tools for employee communications with a focus on the theme that they are part of an organization that serves the country in more ways than one.
- (x) To ensure regular strategic inputs by experts in the energy sector in favour of CIL/Coal as fuel to achieve the goal of image makeover.
- (xi) Handle corporate advertisement campaigns, tenders/notices/appointment advertisements/ pre to post production of corporate films, short audio-visual advertisement spots, organize their release in the related media, putting up hoardings at vantage places like airports, railway stations, memorial places, tourist spots, designing, fabrication and building CIL pavilions at exhibitions, as per requirement.

The scope of work is indicative and need not be limited to the activities mentioned above.

Measurable Deliverables: Based on the above scope of work, measurable deliverables as per Annexure 18 shall be performed by the Agency using **Unpaid mode of communication*** to ensure visibility of CIL using various media /communication /PR tools. The monthly retainerhip fee in the price bid shall be quoted for these measurable deliverables. The bidders should strictly keep in mind that no additional costs besides monthly retainerhip fee shall be paid for execution of the jobs as part of measurable deliverables.

Besides, the bidder is also expected to design a well-planned Media & Corporate Communications strategy/plan/blueprint to showcase CIL's importance in the country's energy, economy and social

sectors. They will also submit strategies to highlight the achievements, milestones, developmental activities and any other positive components in an interesting and lucid manner to create a distinct corporate identity and Brand image of CIL. If the strategy/plan/blueprint is approved by CIL, the same will be implemented by the agency.

If the Media & Corporate Communications strategy/plan/blueprint (mentioned in the above paragraph) is implemented using **Paid mode of communication****, the actual cost incurred in the implementation will be borne by CIL as per Directorate of Advertising and Visual Publicity (DAVP) rates (wherever applicable). The agency shall highlight the cost effectiveness of the medium selected and the resultant advantages that could be accrued to CIL in terms of building Brand/Corporate Image have to be elaborated.

**“Unpaid mode of communication” shall refer to disseminating messages/any communication using various media without making any commercial payment by CIL (other than monthly retainership fees).*

***“Paid mode of communication” shall refer to commercially payment by CIL (other than monthly retainership fees), for disseminating messages/any communication using various media.*

3. Period of Engagement

CIL proposes to appoint the PR Agency for a period of 2 (two) years. Appointment can extend for a further period of (1) one year on mutual agreement and satisfactory performance of the Agency.

On the contrary, if the services are found to be not satisfactory, the CIL Management may terminate the services at any time it deems fit.

Mere participation in the bid is not an assurance of engagement. CIL even after receiving the bids and Creative Presentation reserves the right to cancel the entire engagement procedure.

4. Other terms

- (a) Coal India reserves the right to accept or reject any or all the proposals.
- (b) The engagement does not guarantee any minimum business.
- (c) Coal India shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally, the Agency shall get it confirmed immediately from CIL at the earliest in writing to avoid disputes.
- (d) The Agency is expected to be sincere and prompt in responding to the call of CIL. The execution of job is to be time bound and with all required information so as to avoid delay. In case of exigencies the agency should be able to execute order at short notices and even on holidays.

- (e) Notwithstanding any terms of this tender document, CIL reserves the right to invite or award any work to any agency/agencies outside the engaged Agency, at the sole discretion of CIL.
- (f) A Recipient by responding to CIL's tender document is deemed to have accepted the terms as stated in the document.

5. PERFORMANCE OF THE AGENCY

- The Agency agrees to deliver and perform the services in accordance with the time schedule specified by CIL.
- Delay by the Agency in the performance of its delivery obligations shall render CIL liable to recover penalty/liquidation damages as per the provisions of this tender document.
- It is to be noted that payment shall be made against the measurable deliverables. In case all the measurable deliverables are not performed by the Agency then proportionate payment shall be made for the number of activities performed against the measurable deliverables.
- If the Agency fails to complete the work as per the specifications and to the satisfaction of CIL, CIL reserves the right to cancel the engagement.
- The cancellation / termination of the work order by CIL shall be at the risk and responsibility of the Agency.
- The Bidder shall perform its obligations under the agreement entered into with CIL, in a professional manner.

SECTION - 4

ANNEXURES

BID SUBMISSION CHECKLIST

[Note: Document Checklist shall be attached with Annexure 1 of the Technical Bid]

Sl. No.	Document	Attached (Yes/No)	To be uploaded in folder during bid submission
1	Letter of Bid (Annexure-1)		LoB
2	General Information of the Bidder (Annexure-2)		Commercial
4	Pre-Contract Integrity Pact (Annexure- 4)		Commercial
5	Details for Technical Evaluation Criteria (Annexure-5A, 5B,5C, 5D and 5E)		Eligibility
7	Power of Attorney (Annexure-7)		Commercial
8	Proforma for Execution of Agreement (Annexure – 8)		Commercial
9	Proforma for Memorandum (Annexure – 9 & 10)		Commercial
10	Proforma for Written Consent for Arbitration Clause (Annexure-11)		Commercial
11	Undertaking (Annexure-12)		Commercial
12	Audited Balance Sheet and Profit and Loss of the Applicant for last 3 years as documentary evidence for eligibility criteria		Eligibility
13	Certificate from client as documentary evidence for technical evaluation score (Annexure -16)		Eligibility
14	Self-Certified copies of Audited Profit and Loss Statement of the Client as documentary evidence of Revenue from Operations of Client		Eligibility
15	Certificate of Incorporation/Registration of the Bidder as documentary support for experience and legal status of the Bidder		Eligibility
16	Format for Curriculum Vitae (C.V) of the Key Personnel as documentary evidence for technical evaluation score (Annexure -17)		Eligibility
17	Valid Digital Signature Certificate (Annexure-13)		Commercial
18	Measurable Deliverables (Annexure-18)		Commercial
19	PAN Card of the Bidder uploaded as per Commercial Parameter Sheet (CPS)		Commercial
20	GST Registration Certificate uploaded as per Commercial Parameter Sheet (CPS)		Commercial
21	Cancelled Cheque		Commercial
22	Creative Presentation		Eligibility
23	Filled-in BOQ/Price Bid Excel File		

ANNEXURE-1: FORMAT FOR LETTER OF BID

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

To:

GM (CC&PR)
Coal India Limited
Action Area-1A, New Town
Kolkata-700 156
India

Sub: Bid for the Work “Engagement of Professional Public Relations Agency for Coal India Limited”

Tender No. CIL/C4C/NIT/334 Dated- 12.09.2022

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, Price Bid 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.

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, EMD, Price Bid 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 award/Work Order shall constitute a binding contract between us and CIL.

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, CIL/ Subsidiary shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of award/ work order /award and also debar us from participating in future tenders for a minimum period of 12(twelve) months.

Date:

Yours faithfully,

Signature of Bidder with Seal

ANNEXURE-2: GENERAL INFORMATION OF THE BIDDER

(On Bidder's letterhead)

1	Bidder Details	
1.1	Nature of the Applicant	Single Entity
1.2	Full Legal Name of Applicant's entity /	
1.3	Legal Status of the Applicant's entity /	Public Ltd. Co. / Pvt. Ltd. Co. / Partnership / Any other status as applicable
1.4	CIN/ Registration No.	
1.5	Year of Registration	
1.6	Registered Office Address	
1.7	Telephone Number	
1.8	Fax Number	
1.9	e-mail Address	
1.10	PAN	
1.11	EPF Registration No.	
1.12	Principal Place of Business	
1.13	GSTIN	
2	Details of Personnel authorized for signing application	
2.1	Name & Designation	
2.2	Address	
2.3	Mobile Number & e-mail ID	
2.4	Does the application contain the Board Resolution / Power of Attorney / Authority Letter / equivalent document, which empowers the person or persons to sign the application? If no, give reason(s)	Yes / No Reason if answer is 'No'

(Sign. & Seal of Authorized Signatory)

Note: CIL reserves the right to seek additional documentary evidence from applicants in support of their respective statements.

The applicant may use additional page to furnish details if the space provided in this form is inadequate.

ANNEXURE-3: FORMAT FOR PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

To

.....

.....

Re: Bank Guarantee in respect of Agreement/Contract No.....

Dated.....

Between (Name of the company) and (Name of the Contractor)

WHEREAS

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no dated (hereinafter called 'the said Agreement') with Coal India Limited, Kolkata) (hereinafter called 'the Company') to supply stores/ materials amounting to Rs. on the terms and conditions contained in the said Agreement.

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

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the 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.

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....day of20.....
Place.....

Signature of the authorized person(s)
For and on behalf of the Bank.

ANNEXURE-4: PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made *on day of bid submission*, between on one hand, Coal India Limited / Subsidiary Cos. (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 Undersigned who is authorized to sign the bid* (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 the tendered Stores/Equipment/Items/Goods 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 Bids and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(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. The guidelines and terms and conditions for India agents of foreign supplier shall be as per the provisions mentioned in the NIT.

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 of 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 dealings".

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 consortium, this agreement must be signed by all partners or consortium 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 Bidder/ Contractor)

This document is digitally signed

ANNEXURE-5A: DETAILS OF REVENUE FROM OPERATIONS OF THE APPLICANT

(On the Letter Head of Practicing Chartered Accountant)

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____(Applicant). We hereby certify that M/s _____ (Applicant) has Revenue from Operations as per last three audited financial statement as stated below:

Details of the Revenue from Operations of the Entity:

#	Name of Entity	Financial Year	Revenue from Operations (INR)	Whether documentary evidence (Audited Profit and Loss Statement) have been furnished (Yes / No) Furnish reason if answer is 'No'
1				
2				
3				
Average				

Note: Revenue from Operations here means the Operating revenue that a company generates from its primary business activities and it shall not include other income of the Applicant.

PROPRIETOR

SIGNATURE

NAME OF THE PARTNER /

MEMBERSHIP NO.

UDIN

SEAL OF THE PRACTICING CHARTERED ACCOUNTANT

Place:

Date:

ANNEXURE-5B: DETAILS OF NET WORTH OF THE APPLICANT

(On the Letter Head of Practicing Chartered Accountant)

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____(Applicant). We hereby certify that M/s _____ (Applicant) has Net Worth as per last audited balance sheet of the Applicant as stated below:

Net Worth of the Applicant (in INR) as per latest audited balance sheet (Financial Year) of the Applicant.

Name of the Applicant: [•]

Note:

- Net worth shall have the meaning as described in Companies Act, 2013 of India.
- Supporting documents to be submitted: Latest Audited Balance Sheet of the Applicant
- The net-worth certificate as per this Annexure should not be dated earlier than the date of publication of this tender document

PROPRIETOR

SIGNATURE

NAME OF THE PARTNER /

MEMBERSHIP NO.

UDIN

SEAL OF THE PRACTICING CHARTERED ACCOUNTANT

Place:

Date:

ANNEXURE-5C: CLIENTELE DETAILS

Details of Clients in the preceding 7 years (within period from 01 April, 2015 to March 31, 2022) in handling Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR).

S.No	Name of the Client	Period of Work	PO/LOA/ contract Reference#	Type of Work Done	Documentary Evidence Client Certificate (Yes/No)	Whether Client is a Government Organisation (Yes/No)	Whether Revenue from Operations of Client Greater than or Equal to INR 1000 Crores (Yes/No)	Documentary Evidence Latest Audited Profit & Loss Statement of Client Attached (Yes/No)
		Date to Date						

Note: In support of the above experience (s), Bidder shall furnish their respective:

1. Client Experience certificate from the Client in the suggestive format enclosed at ANNEXURE - 16 in the Section-4 of the bid document and;
2. Self-Certified Copies of Latest Audited Financial Statement of the Client shall be provided to ascertain the Revenue from Operations of the Clients.
3. The Bidder may additionally enclose relevant documents like copies of authentic work order, completion certificate, agreements, etc. supporting the details/data.
4. The Bidder may enclose additional sheets of the above format, if required.
5. The Bidder to ensure that documentary proof is provided along with this Annexure. Client whose Certificate has not been attached as per Annexure 16 and Audited Profit and Loss Statement not been shared shall not be considered for Technical Scoring. It is to be noted that in case the Client of the PR Agency is a Government Organization, then the condition of minimum Revenue from Operations of that particular Government Client is not applicable (audited profit and loss statement of Government Organisation is not required to be attached).

(Sign. & Seal of Authorized Signatory)

Place:

Date:

ANNEXURE-5D: EXPERIENCE DETAILS

Number of Years of experience of the Applicant as on March 31, 2022

Date of Incorporation	No. of years of Experience of the Applicant as on March 31, 2022	Documentary Evidence (certificate of Incorporation or any other relevant document with proof of Incorporation/Registration)

(Sign. & Seal of Authorized Signatory)

Place:

Date:

ANNEXURE-5E: PROFESSIONAL TEAM MEMBERS DETAILS

Number of Professional/Manpower of the Applicant with experience in Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR)

S.No	Name of the Personnel	Number of Years of Experience in PR/ Media	Type of Work Done with name of the Client	Education	Whether CV Attached (Yes/No)

Note: CV of the above Personnel to be attached as per format given in Annexure – 17. It is clarified that Personnel whose CV has not been attached will not be considered for Technical Scoring

Note: The engaged Agency has to submit updated version of this Annexure to CIL in case of change in employment of the professional/manpower enumerated in this Annexure at the time of bid submission. The experience of the replacing Personnel (Professional/Manpower) should not be less than the experience of the Personnel enumerated in this Annexure.

(Sign. & Seal of Authorized Signatory)

Place:

Date:

ANNEXURE-6: FORMAT FOR PRE-BID QUERIES

Sl. No.	Section No	Clause No.	Page No.	Tender Term	Bidder's Query

Sign with seal

ANNEXURE-7: 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 “Authorized 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 Engagement of Professional Public Relations Agency for Coal India Limited for CIL (the “Client”), including but not limited to signing and submission of all applications, bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Client 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 Authorized 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 Authorized 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 / Lead member of consortium]*

[Signature]

[Name]

[Designation]

Witnesses:

1. *[Signature, name and address of witness]*

2. *[Signature, name and address of witness]*

Accepted

[Signature]

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

[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

ANNEXURE-8: PROFORMA FOR EXECUTION OF AGREEMENT

NON-JUDICIAL 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 (here-in-after 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 (here-in-after 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 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, General Technical Conditions, Erection Conditions of Contract, Technical Specifications and Safety Code (Page to)
 - iii) Schedule-B The probable Quantities and Amount (Page to)
 - iv) Schedule-C Negotiation letters (Page to)
 - iv) Schedule-D Letter of award/Work Order (Page to)
 - v) Schedule-E Drawings (Page to)

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

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 (1st part of Security Deposit) in the form of B.G.

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 Srion behalf of Signature

(Name of Company) in presence of -

1. Name: Signature

2. Address:.

ANNEXURE-9: PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)

TENDER FOR WORK

I/We hereby tender for the execution for the Coal India Limited (CIL) of the work specified in the underwritten MEMORANDUM at rates specified in the Price-bid within a period of ----- Days as per LOA / Work Order and subject to the annexed conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

1	Name of Work	
2	Agreement Value of Work	
3	Performance Security Deposit	
4	Additional Performance Security Deposit	
5	Percentage to be deducted from Bills	
6	Scheduled Date of Commencement of Work	
7	Scheduled Date of Completion of Work	

Signature of the Bidder

ANNEXURE-10: PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)

(On Letter Head of Bidder)

I / We....., Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S.and submitting Bid for the work..... 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 as defined in the Tender documents, then, I/We will be banned for 01 (one) year from being eligible to submit Bids in CIL and its subsidiaries.

Signature of the Bidder

or

his Authorized representatively

Date.....

**ANNEXURE-11: PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION
CLAUSE**

(Applicable for Partnership Firm & Joint Venture)

We, all the Partners of M/s (Partnership Firm / Joint Venture), do hereby give our written consent for acceptance of the following Arbitration Clause of the NIT for the Work “.....

.....” tendered by Coal India Limited, vide NIT No..... dated and Tender Id :

A. 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 Executive/Officer-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 Executive/Officer in Charge. 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)/ 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 2021).

B. 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 as per the tender document.

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 CMD of CIL. 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 CMD of CIL 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 CMD of CIL 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 or such other place as the CMD of CIL at his discretion may determine.

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

Signature of Partners of Partnership Firm/ Joint Venture :

- | | |
|-----------------------------|--------------------|
| 1. Name of Partner : | Signature : |
| 2. Name of Partner : | Signature : |
| 3. Name of Partner : | Signature : |
| 4. Name of Partner : | Signature : |
| 5. Name of Partner : | Signature : |
| 6. | |
| 7. | |

Note : This CONSENT has to be signed by each Partner of Partnership Firm/ Joint Venture

ANNEXURE-12: 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. I/We am/are submitting Bid for the work 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. 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

- 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 / Step-Sister.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
 4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
 5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
 6. That our Firm / Company i.e. _____ (mention name of the Applicant Entity) is eligible to submit the aforesaid application as it not is under liquidation, court receivership or similar proceedings
 7. 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.

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

8. That we are eligible to participate in the public procurement process in India and we are not a restricted entity in line with the guidelines set by Ministry of Finance, Department of Expenditure, Public Procurement Division, vide Memo Number F.No.6/18/2019-PPD dated 23.07.2020, as amended by the Government of India from time to time.
9. We have submitted only one (01) bid and have not submitted price in conjunction with any other Bidder or have not submitted bid in any other name, either directly or indirectly.
10. *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.**

11. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

(In case of JV/Partnership, all partners are covered)

Or

**I / We have been banned by the organization named “_____” for a period of..... year/s, effective from to.....

[In case of JV, name(s) of the JV Partner(s)]

**** Delete whichever is not applicable.**

12. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) Revision dated 16.09.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
13. We, hereby, undertake that we shall deal directly with CIL and have not engaged any Agent to deal with CIL for the subject tender.

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

14. 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.
15. I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.
16. If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted.

Date.....

Signature of the Bidder

ANNEXURE-13: VALID DIGITAL SIGNATURE CERTIFICATE (DSC)

(TO BE SUBMITTED IN THE LETTER HEAD OF BIDDER)

I/We am/are submitting Bid for the work.....against Bid Notice No. dated with Digital Signature Certificate (DSC) of (i.e. Own DSC) who is Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S.

(Signature of the Bidder)

OR

FORMAT FOR AUTHORIZATION OF VALID DIGITAL SIGNATURE CERTIFICATE (DSC)

(On NON JUDICIAL STAMP PAPER)

(POWER OF ATTORNEY)

I/We am/are submitting Bid for the work.....against NIT No. dated with Digital Signature Certificate (DSC) of (i.e. Other DSC) whose DSC has been mapped against name of the Bidder who has been authorized to bid on behalf of Bidder

Name, Signature & Seal of the person who has signed Letter of Bid and is authorizing the DSC Holder for online bidding.	Name & Signature of the DSC Holder having DSC mapped against name of the Bidder and authorized for online bidding
---	---

ANNEXURE-14: 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, 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 of 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, then the Competent Authority for banning shall be CMD of CIL.
 - 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) / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India Limited site as well website of the Subsidiary Company.
11. Efforts shall be made by the concerned Department so that such order is linked to etender portal of Coal India Limited.

ANNEXURE-15: FORMAT FOR NO DEMAND CERTIFICATE

NAME OF PACKAGE:

LETTER OF AWARD/ NOA/CONTRACT NO. :

NAME OF CONTRACTOR:

DATED:

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from Coal India Limited. in respect of our aforesaid LOA/Contract No..... dated.....including amendments, if any, issued by Coal India Limited, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with Coal India Limited under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of Coal India Limited. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Signature:

Name:

Designation:

Date:

Place:

(This certificate shall be accompanied by the Power of attorney of the signatory)

ANNEXURE-16: CERTIFICATE FROM CLIENT

(On the Letter Head of Client)

(SUGGESTIVE FORMAT)

Bid Ref. No:

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

This is to certify that, M/s _____(Bidder) have provided services of handling Print Media/ Social Media/ Audio-Visual Media/ Content Creation for print and digital media/ Coverage of on ground activities/ other areas of Corporate Communications (CC) and Public Relations (PR) under contract(s) mentioned below as under:

S.NO	TYPE OF SERVICE	CONTRACT (S) REF. NO AND DATED	PERIOD OF SERVICE (FROM-TO)	REMARKS (IF ANY)

This certificate is issued at the request of M/s _____(Bidder for the purpose of participating in tender/s.

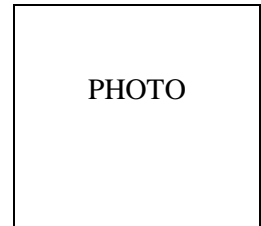
PLACE :

DATE :

(Signature of Authorized Person with Full Address)

ANNEXURE-17: FORMAT FOR CURRICULUM VITAE (C.V) OF THE PROFESSIONAL TEAM MEMBERS

1. Name :
2. Father's Name :
3. Date of Birth :
3. Number of Years of Experience in the field of PR :
4. Qualifications: :
5. Details of Experience : (including experience in present organization)



Name of Organisation / Company	Designation / Position hold	From (date)	To (date)	Nature of Jobs/ work handled
--------------------------------	-----------------------------	-------------	-----------	------------------------------

(i)

(ii)

6. Details of Completed Assignments

(i)

(ii)

Signature:

Date:

(Countersigned by the authorized representative of Bidder)

ANNEXURE-18: MEASURABLE DELIVERABLES

MEASURABLE DELIVERABLES BY THE AGENCY AS PART OF MONTHLY RETAINER FEE:

Job Work	Activity	Description of activity	Frequency Range/ Frequency
Communication Strategy/Plan	1. Strategy to build positive brand image for the company with specific and measurable initiatives.	Commensurate with CIL's core corporate value the PR Agency is expected to devise a well-planned Media & Corporate Communications strategy to convey the information about CIL's importance in the country's energy, economy and social sectors, achievements, milestones, developmental activities and any other positive components in an interesting and lucid manner to create a distinct corporate identity and Brand image. Target audience is customers, investors, media, analysts, government and public at large.	1 in a month
Development of media content and creatives	2. Press Release	Drafting and dissemination of bilingual (English +Hindi) press releases related to CIL's achievements, in consultation with officials of CC&PR Department/spokesperson, in national and regional media.	2-4 in a month
	3. Op-Eds and Features	Commissioning topical content for Op-ed through prominent personalities in the field relative to the Op-Ed, or Third party articles for CIL and getting them published in National newspapers/magazines/prestigious digital news platforms.	1 in a month
	4. Social-media	Creation and posting contents in Facebook, Twitter, Instagram and other emerging social media platforms of CIL with relevant infographics (static & animated) wherever needed.	20-30 in a month
	5. YouTube	Production and posting of motion graphics with raw video footage & still photographs provided by CIL.	1-2 in a month
	6. e-newsletter/ emailer.	Collation & Creation of content and designing and layout of e-newsletter/emailer for In-house communication	1 in a month

Notice Inviting Tender for Engagement of Professional Public Relations Agency for Coal India Limited

Internal Communication	7. Collation & Creation of content and designing & layout for In-house communication	In house corporate journals, Brochures, banners, stage backdrops, standees, press advertisements, pamphlets, etc.	1-6 in a month for any of these activities described.
-------------------------------	--	---	---

In addition to the above deliverables CIL, if required, may ask the PR Agency to organize Press Conference, Media Visit and Interviews at no additional cost other than the monthly retainership fees. However, the cost of Venue, Food and Beverage charges, backdrop, banners, Audio Visual equipment hiring, outstation travel expenses including lodging and boarding, and other incidental expenses (if any) shall be borne by CIL.

DELIVERABLES BY THE AGENCY AS PAID MODE OF COMMUNICATION

Brand Campaigns	To spread CIL's visibility among stakeholders and public at large	Handle corporate advertisement campaigns, tenders/notices/appointment advertisements/ pre to post production of corporate films, short audio-visual advertisement spots, organize their release in the related media, putting up hoardings at vantage places likes airports, railway stations, memorial places, tourist spots, designing, fabrication and building CIL pavilions at exhibitions, as per requirement. (Note: DAVP rates (wherever applicable) will be paid to the Agency besides monthly retainer ship fee for the paid mode of communication services)
------------------------	---	---

Other Terms:

- a. The full copyright of all PR and Social Media material produced would rest with CIL.
- b. The logo(s), punchline(s), tagline(s) and any other creatives created on execution of contract based on this tender document will be the property of CIL in perpetuity.
- c. Digital version of the documents (as sought by CIL) created under the contract for brand image enhancement will have to be submitted by the Agency to CIL before the end of the contract.

Note:

CIL shall treat execution of measurable deliverables (Activities 1 to 7) mentioned above as **part of retainer ship fee**. However, the Agency can use **paid mode of communication** for executing Brand Campaigns and CIL will pay DAVP rates (wherever applicable) for its execution besides monthly retainer ship fee.

(Sign. & Seal of Authorized Signatory)

Place:

Date: