



DRAFT TENDER DOCUMENT

Coal India limited will hold a Pre- NIT meeting on 17.12.2024 from 10:30 am through hybrid mode (both physical meeting and video conferencing) for discussion on the **draft NIT for hiring of Recruitment Agency through open tender in GeM Portal for conducting various Recruitment Processes.**

This tender is purely done for conducting Pre-NIT meeting and not for inviting any bid.

Interested bidders may submit their comments/suggestions/responses/inputs against the Pre-NIT documents by e-mail to gmrectt.cil@coalindia.in, preferably within 3-4 days from the date of Pre-NIT meeting.

OFFICE OF THE GENERAL MANAGER

RECRUITMENT DIVISION-COAL INDIA LIMITED
COAL BHAWAN, PREMISES NO.04-MAR, AF-III,
ACTION AREA 1A, NEW TOWN, RAJARHAT,
KOLKATA-700 156. www.coalindia.in

Email ID: gmrectt.cil@coalindia.in

INSTRUCTIONS TO BIDDER

1. Scope of Bidder

1.1 Coal India Limited invites bids for the work as mentioned in the Notice Inviting Tenders (NIT). The Bidders should submit bid for the whole work mentioned in the NIT.

1.2 The successful Bidder will be expected to complete the Work as and when work order issued by employer.

1.3 The contract will be awarded to L-1 Bidder on completion of the formalities as per the terms of the Bid document.

2. Eligible Bidder

- i. The tenders are invited online on the website from- <https://gem.gov.in> from the eligible bidders. Bidders must be registered on the GeM portal and possess GeM ID to participate in the tender process.
- ii. The invitation for bid is open to an Individual, Proprietorship firm, Partnership firm, an LLP firm, Company registered under Companies Act. The Bidders shall be eligible to participate only if they fulfil the Eligibility Criteria specified in Bid Document / Additional Terms & Conditions (ATC). In a tender, a Bidder shall participate in one bid only.
- iii. Joint Venture (JV) and Consortiums are not eligible to participate in this tender
- iv. Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt of India (Gol) and including its amendment(s) as notified by Gol from time to time.
- v. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BEII) issued by Govt. of India as amended from time to time shall be applicable.

3. ELIGIBILITY CRITERIA OF THE BIDDER

3.1. Eligibility criteria to qualify for award of the contract –

A. Bid Submission Confirmation (BSC) Sheet:

Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format as per instruction provided in the GeM Bid Document under Section “Bid Confirmation Sheet for Technical Evaluation”. The bid submission confirmation sheet provided by buyer in secured .xls format.

The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet. Any Bid not accompanied by a Bid Submission Confirmation Sheet or if BSC Sheet is found tampered, the Bid shall be considered as nonresponsive and is liable for rejection.

B. EMD/Bid Security:

i) The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money as 1.25% of estimated cost whichever is less rounded off to next 100 rupees subject to maximum of Rs.50Lakhs.

The bidder has to submit the EMD/Bid Security in CIL/Subsidiary's designated account either through net-banking from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s), only.

The details of which is as follows:

Name of beneficiary and details	Name	Coal India Limited
	Bank A/C no. of beneficiary	0100050002081
	IFSC Code	PUNB0143720
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	Punjab National Bank
	Branch and Address	Newtown, Rajarhat

The Bidders will upload the proof of submission of EMD/Bid Security in the bid including transaction Id/Number/UTR.

In online payment of EMD/Bid Security, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the specified period due to any reason then the bid will not be accepted. However, the EMD/Bid Security will be refunded back to the Bidder.

Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.

The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.

ii) Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document. In case of exemption of EMD/Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD/Bid Security to some bidders is allowed as per GeM GTC.

iii) The EMD/Bid Security of rejected Bidders will be refunded at any stage directly to the account from where it had been received / in the bank account as per bank mandate submitted during the bid (except the cases where EMD/Bid Security is to be forfeited).

iv) The Bid Security / EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder's option.

v) The Bid Security/Earnest Money may be forfeited:

a) If the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or

b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit/Additional Performance Security if any; Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

“Note: - However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.”

vi) The Bid Security/ EMD deposited with the Employer will not carry any interest.

vii) No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the details provided in the Bank Mandate.

viii) In case the tender is cancelled then EMD/Bid Security of all the participating Bidders will be refunded unless it is forfeited by the Department.

x) If any Bidder withdraws their bid online (i.e. before the end date of submission of tender/Bid) then the refund of EMD/Bid Security shall be done on case to case basis, after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s).

[Note: 1) Please refer relevant clause of GeM GTC for EMD/Bid Security Exemption.

2) Bidder to submit e-Mandate form of that account from where the EMD/Bid Security has been submitted for Electronic Fund Transfer / Internet Banking Payment, as provided in Bid Document.]

C. Work Experience

- i) Experience should be in the name of participating company only.
- ii) The agency must have conducted minimum three (3) Computer Based Online Test (CBT) in last 7 (seven) years on All India basis with at least 25000 candidates evaluated per examination for recruitment at Group A posts for Public Sector Undertaking (PSU), Public Sector Banks (PSBs), Public Sector Institutions (PSIs), autonomous organizations under central/state Government, Statutory Organizations in all respect under one agreement/contract .
- iii) The agency should have conducted CBT in multidisciplinary/multiple subjects in English & Hindi Languages.
- iv) The selected agency must have authorized and globally accepted certification i.e. ISO-27001, ISO-20000, ISO- 9001 and CMMI level 3 for the last 5 years.
- v) The contract shall be on “end to end outsource basis” and the bidder should have all relevant facilities and logistics available to execute the work. Bidders having CMMI certificate in service will be given preference.

Supporting Documents to be uploaded online:

1. Self- attested Copy of work completion certificate issued by the employer mentioning number of candidates participating in the recruitment activity, no. of discipline, end to end completion and date of completion along with corresponding Work Order duly certified by clients substantiating the above-mentioned criteria to be submitted.
2. ISO-27001, ISO-20000, ISO- 9001 and CMMI level 3 Certificate for the last 5 years

D. Turnover: Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost. (The “Previous Financial Year” shall be computed with

respect to the GeM bid published date).

Supporting Documents to be uploaded online:

Audited financial statements / Profit and Loss A/c Statement issued by Chartered Accountant or Certificate from the Statutory Auditor/Chartered Accountant with UDIN

E. Net Worth: The participating bidder should have a Positive Net Worth for the last 3 (three) years ending 31st March of the previous financial year (The "Previous Financial Year" shall be computed with respect to the GeM bid published date).

Supporting Documents to be uploaded online:

Certificate from the Statutory Auditor/Chartered Accountant with UDIN

F. PAN Card: PAN card issued by Income Tax department, Govt. of India.

Information to be furnished in Bid Submission Confirmation Sheet:

In respect of the above eligibility criteria the Bidders are required to furnish the confirmation of possessing the Permanent Account Number (PAN), in the form of Yes/No.

Supporting Documents to be uploaded online:

Scanned copy of PAN card issued by Income Tax department, Govt. of India.

G. GST Registration (Not Applicable for Exempted Services):

The Bidder should be either GST Registered Bidder under regular scheme OR GST Registered Bidder under composition scheme OR GST unregistered Bidder during bid submission as per above.

Information to be furnished in Bid Submission Confirmation Sheet:

1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in Bid Document with respect to GST status of the Bidder.

Supporting Documents to be uploaded online:

The following documents depending upon the status w.r.to GST as declared by Bidder in the GeM portal:

- a. **Status:** GST registered Bidder under regular scheme
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- b. **Status:** GST registered Bidder under composition scheme.
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- c. **Status:** GST unregistered Bidder:
Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the

relevant GST rules of India.

Note:

1. If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.
2. If seller / bidder is GST registered, he must ensure that GST registration details has been updated on GeM portal before participation. The GST status shown on the GeM portal shall be final for bid evaluation.
3. Seller / bidder to select the GST % and GST cess (if applicable) as mentioned in the Scope of Work and if seller / bidder select the value other than as mentioned in the Scope of Work, the evaluation of the GeM shall be final.

H. Legal Status of the Bidder: The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ an LLP firm /Company registered under Companies Act.

Information to be furnished in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in Bid Document with respect to Legal Status of the Bidder.

Supporting Documents to be uploaded online:

- a. Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. OR
- b. Partnership deed containing name of partners.
OR
- c. Memorandum & Article of Association with certificate of incorporation containing name of Bidder (As applicable).
- d. Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.

I. Written Consent regarding Arbitration: It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm. For this a general form of undertaking has been specified in Undertaking at Annexure –IX (Signed by all Partners of Partnership firm). For other category of Bidders acceptance of terms and condition through LOB complies this requirement.

J. Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

K. Integrity pact

Bidders are required to accept the pre-contract integrity pact as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms, all partners shall sign at the time of agreement.

Name, address and contact number of the Independent External Monitor (IEM) is as under:-

Name	Email	Phone No.
Shri Nirmal Kaur, IPS (Retired)	nirmalkaur1983@gmail.com	9304795041
Shri K.D. Tripathi, IAS (Retired)	tripathikd.1958@gmail.com	9868506966
Shri O.P. Singh, IPS (Retired)	ops2020@gmail.com	9818564455

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of Integrity Pact as per format prescribed in Bid Document.

L. Code of Integrity for Public Procurement (CIPP)

Bidders are required to accept the Code of Integrity for Public Procurement (CIPP) as available in the Bid document through Bid Submission Confirmation Sheet. This will be signed by the authorized signatory of the Bidder (s) with name, designation and seal of the Company at time of execution of formal agreement. In case of Partnership Firms all partners shall sign at the time of agreement.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of Code of Integrity for Public Procurement (CIPP) as per format prescribed in Bid Document.

M. Restrictions on Public Procurement from certain countries:

The Undertaking of the Bidder regarding compliance to order No. F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries will be given in the tender document. The Bidders have to accept unconditionally this condition in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as acceptance of the Bidder for fulfilment of the requirements towards eligibility under this provision.

N. Undertaking as per Annexure VIII to be accepted unconditionally for genuineness of information furnished online/through BSC and authenticity of the documents uploaded online in support of his eligibility.

The Bidders have to accept unconditionally the undertaking in the prescribed format regarding genuineness of information furnished online/ through BSC documents uploaded, etc. Undertaking in GTE (General Technical Evaluation) of Bid Submission Confirmation Sheet at the time of bid submission.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding acceptance of the undertaking as per format given in the Bid Document.

O. Undertaking as per Annexure- IX regarding relatives as employees of company, Local supplier status of the bidder, CIPP etc.

An undertaking is to be given on Bidder's letter head online as per the format given in the bid document.

Data to be furnished by Bidder in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding submission of the undertaking as per format.

Scanned copy of documents to be uploaded by bidders:

Scanned copy of undertaking in the prescribed format regarding relatives as employees of company, Local supplier status of the bidder, CIPP etc.

- P. The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- Q. Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for preference to Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

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

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

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

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

In respect of the above eligibility criteria the bidder is required to furnish the following information in Bid Submission Confirmation Sheet:

Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in Bid Document.

Scanned copy of documents to be uploaded by Bidder(s) in support of information / declaration furnished by the Bidder against Eligibility Criteria:

- (a) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification (Annexure – IX) indicating the percentage of local content in the offered items.

3.2. Even though the Bidders meet the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements,

affidavits and attachments submitted as proof of the qualification requirements; and/or on account of debarment as applicable.

3.3. If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration. Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders' name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

4. ONE BID PER BIDDER:

4.1. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or LLP 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 proposals with the Bidder's participation to be disqualified.

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter.

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

6. CONTENT OF BIDDING DOCUMENTS:

The set of bidding documents comprises the documents listed below as issued online by the Employer and addenda issued in relation to the bid:

- i) Scope of Work
- ii) Additional Terms & Conditions (Instructions to Bidders),
- iii) Service Level Agreement / Conditions of Contract,
- iv) GeM GTC as linked in GeM Bid Document,
- v) Formats / Annexures,
- vi) Other documents, if required.

7. CLARIFICATION OF BIDDING DOCUMENTS:

7.1 Pre-bid meeting/Interaction, after publication of Tender may take place, if required. If a Pre-Bid meeting/Interaction is held then the minutes of the Pre-Bid meeting shall be uploaded on the GeM Portal through Corrigendum at least 7 days before of Bid Submission end date, which can be viewed by all interested Bidders.

7.2 The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Department will clarify as far as possible the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Department as per GeM functionality.

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or

any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

8. CORRIGENDUM TO BID DOCUMENT Corrigendum shall be issued only in exceptional cases with the approval of competent authority.

9. LANGUAGE OF BID: All documents relating to the Bid shall be in the English language.

10. BID PRICES-

- i) The Bidders shall offer for the whole Works mentioned in the Scope of work / Bill of Quantities. Based on quote submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- ii) The Bidder shall quote rates and prices for all items of the Works described in the Bill of Quantities / Bid Document. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.
- iii) All duties, taxes excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) and other levies payable by the Bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, either payable by Bidder or by Company under reverse charge mechanism shall be computed by GeM Portal as per pre-defined logic. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the Bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the Contractor.
- iv) The rate quoted by Bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL to Bidder/Contractor (if GST payable by Bidder/Contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor.

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

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

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

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

- v) The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.
- vi) If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered

11. CURRENCIES OF BID AND PAYMENT -The unit rates and prices quoted by the Bidder shall be entirely in Indian Rupees.

12. BID VALIDITY –

- i) Bid shall remain valid for a period not less than 120 days after the deadline for bid submission.
- ii) In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing through email and / or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

13. SIGNING AND SUBMISSION OF BID:

- a) In order to submit the Bid, the bidders have to get themselves registered online on the GeM portal (<https://gem.gov.in>). The registration should be in the name of bidder for Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act.
- b) The Bidder will submit their bid online. No off-line bid shall be accepted.
- c) The Bidders will have to accept unconditionally the Additional Terms & Conditions (Instruction to Bidder), Service Level Agreement (Conditions of Contract), GeM GTC of GeM Bid Document, Integrity Pact and other conditions, if any, along with undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder through BSC and online in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.
- d) The Bidders will have to accept unconditionally in GTE (General Technical Evaluation) of the Bid Submission Confirmation (BSC) Sheet, the Undertaking regarding Genuineness of the information furnished by him & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, declaration w.r.t Make in India order and compliance w.r.t

procurement from Bidder of a country which shares a land border with India etc. and Letter of Bid. All such undertakings requiring unconditional acceptance and where no input from Bidder is required in the undertaking shall be included in the GTE Template and shall be accepted by the Bidder during Bid submission.

In the undertaking given by Bidder through acceptance in GTE, there will be provision for penal action, if any information/declaration furnished by the Bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the Bidder.

- e) The Bidder will have to make the payment of EMD / Bid Security through online mode only.

In case of exemption of EMD / Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the Bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some Bidders is allowed as per Bid Document or relevant clause of GeM GTC.

- f) The qualification in bid will also be subject to the receipt and acceptance of EMD (except in case of EMD exempted Bidder) within schedule date and time.
- g) The information provided by the Bidder through BSC, by filling up relevant data will be used by the tender committee along with online submitted documents (to support eligibility submissions made in the BSC) for evaluation of technical bid.

- h) For online submission of tender the Bidders will have to upload the following-
For Two Part System- All the confirmatory documents as prescribed in the Bid Document in Cover-I and "Price-bid" in Cover-II (Both are to be decrypted separately).

In case of EMD exemption, one more document in support of the claim of EMD exemption will have to be uploaded by the Bidder at specified folder.

- i) Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, Ref. No. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) through Bid Submission Confirmation Sheet at the time of bid submission. This acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

- ii) Confirmatory Documents/Technical Clarification: All the confirmatory documents/ Technical Clarification as enlisted in the Bid Document in support of online information / information submitted through Bid Submission Confirmation Sheet by the Bidder are to be uploaded in Cover-I.

- iii) Price bid: The Price bid containing the Bill of Quantity will be Percentage Rate or Item Rate and the Bidder will have to quote for all the tendered items as per Bid Document and the L-1 will be decided on overall quoted value (i.e., Cost to company). The Price-bids of the tenderers will have no condition. The rate to be quoted will be exclusive of GST but inclusive of all other Taxes and duties as applicable on the last date of submission of Bid. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

iv) However, in case of tenders having provision for exemption of EMD, the Bidder claiming for exemption will have to upload the requisite document as specified in GeM Bid Document in support of their claim for exemption of EMD.

14. DEADLINE FOR SUBMISSION OF BIDS-

1. Bids shall be submitted online on the GeM Portal only.
2. The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 8, in which case, all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

15. MODIFICATION AND WITHDRAWAL OF BIDS- Bidder may modify / withdraw their bid before bid submission end date as per GeM Portal functionality.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded after award of work, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of LOA with the following provision of penal action:

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining Bidders will be opened and the tender process shall go on.
2. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bids of all eligible Bidders including this Bidder will be opened and action will follow as under:
 - i) If the Bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - ii) If the Bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

a. In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be CMD of CIL/Subsidiary Company.

b. In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeiture of EMD and debarment shall be Director of CIL/Subsidiary Company.

i. In case of above penal actions, a letter will be issued to the Bidder. Guideline for Debarment shall be followed for taking above penal action.

ii. Penal action against clauses above will be enforced from the date of issue of such order.

iii. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per Guidelines for e-Procurement of Works and Services.

16. Opening of Technical Bid

a) The Technical bid (Cover-I) will be opened on schedule date as mentioned in the Bid Document or revised schedule date & time through corrigendum issued on GeM portal. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Opener" as per the GeM functionality.

b) All the documents uploaded by Bidder(s) including EMD exemption documents (if any) and duly filled Bid Submission Confirmation by bidder shall be downloaded after opening

of Technical bid (Cover-I).

17. EVALUATION OF TENDER:

17.1 After opening of tender/ Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee.

17.2 Evaluation of Tender:

- A. After opening of Technical bid, the documents submitted by Bidder(s) in Cover I as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the Bidder(s) in Bid Submission Confirmation Sheet. If it confirms to all of the information/ declarations furnished by the Bidder in Bid Submission Confirmation Sheet and does not change the eligibility status of the Bidder then the Bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished in Bid Submission Confirmation Sheet or in case corresponding document have not been uploaded by Bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and allowing 7 days (7 x 24 hours) time for online re-submission by Bidder(s). Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on GeM Portal regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them in Bid Submission Confirmation Sheet within the specified period of 7 days. No further clarification shall be sought from Bidder.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order document related to a particular contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no work order for new contract should be asked for so as to qualify the bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents in the Bid Document.
- D. The tender will be evaluated on the basis of documents uploaded by Bidder(s) online against the information furnished through BSC. The Bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. Technical Evaluation scoring model shall be as per below table:

Sl. No.	Attributes		Criteria	Score (Max.100)
1.	CMMI Level (Certificate to be submitted) (10 marks)	1.1	CMMI level 5 Service Certification	10
		1.2	CMMI level 4 Service	6
		1.3	CMMI level 3 Service	4
2.	Manpower Capacity (Certificate to be submitted) (10 marks)	Overall IT staff strength (Project Management/Development/Quality Assurance/Implementation/Operations)		
		2.1	>=200	10
		2.2	>=100 to <200	8
		2.3	Less than 100	6
3.	Financial Capability (20 marks)	Average annual turnover from Examination Service for the period of 2021-22, 2022-23 & 2023-24		
		3.1	240% of estimated value or more	20
		3.2	170% to 240% of estimated value	16
		3.3	100% to 170% of estimated value	12
		3.4	30% to 100% of estimated value	8
4.	No. of CBT's conducted during last 7 years	4.1	5 CBT conducted in last 7 years	15
		4.2	4 CBT conducted in last 7 years	10
		4.3	3 CBT conducted in last 7years	8
5.	Single shift Capacity (10 marks)	Maximum no. of candidates for which a computer based test was successfully conducted in a single shift in last three years (as on date of Bid Submission) (Proof to be submitted)		
		5.1	More than 75,000 candidates	10
		5.2	50,000 to 75,000 candidates	8
		5.3	25000 to 50,000 candidates	6
6.	Experience of conducting CBT in multiple locations. (10 marks)	No. of cities covered in a single Computer Based Test in last 3 years (as on date of Bid Submission) (Proof to be submitted)		
		6.1	More than 125 cities	10
		6.2	100 to 125 cities	8
		6.3	75 to 100 cities	6
7.	Data Management Capacity (10 marks)	Primary Data Centre with Secondary Data center site to be managed by the agency for Data Security (Proof to be submitted)		
		7.1	Tier III DC Infrastructure with Secondary DC owned by the agency with Cert-in Certified infrastructure or ISO 27000 certification.	10
		7.2	Tier III DC Infrastructure with secondary DC owned by the Agency.	8
		7.3	Tier III DC Infrastructure with secondary DC outsourced by the Agency.	6
8.	Data Security	8.1	256 Bit AES + RSA Encrypted Data	5
9.	Creative Presentation	9.1	Roadmap for execution of the whole recruitment processes, along with fair, impartial & secured conduct of examination.	10

Technical Evaluation and Comparison of Bids

- a) Technical bids will be assigned a **Technical Score (Ts)** out of a maximum of 100 marks as per the above scoring model.
 - b) For evaluation of presentation, the bidder has to score 70% of 90 marks i.e. 63 marks. Those who qualify in this criteria, their presentation will be seen and evaluated.
 - c) The bidder has to score a **minimum 70 marks** out of 100 marks to be technically qualified.
 - d) The bidders who are technically responsive, their financial bid will be opened and the lowest financial bid will be considered L-1 and work will be awarded as per terms & conditions.
- F. In case the Bidder(s) submit(s) requisite documents online as per Bid Document & **Technical Score of the bidder is equal or more than 70** then the Bidder(s) will be considered eligible for opening of Price Bid.
- G. Seeking / Technical clarification shall be restricted to confirmation of submitted document/information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the eProcurement portal of GeM only.
- H. In case Bidder(s) fails to confirm the submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the Bidder in connection his submitted information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- I. The price Bid of eligible Bidder in Technical Bid shall be opened with the approval of Tender Approving Authority (TAA*) based on recommendation of Tender Committee.
- J. After Technical evaluation of tender, the price bid shall be opened on schedule date and time as per GeM Portal Conditions.
- K. In case none of the Bidder(s) complies the technical eligibility criteria as per Bid Document, then Bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

17.3 Procurement from Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time) -

- i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L-1 + 15% and they match the L-1 price.
- ii) In case of more than one such MSEs are in the price band of L-1 + 15% and matches the L-1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who

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

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L-1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the Bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The Bidder shall be responsible to furnish necessary documentary evidence for enabling CIL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as: • In case of proprietary MSE, proprietor(s) shall be SC /ST. • In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise. • In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

vi) Classification of Micro and Small Enterprise are as under: a) Micro Enterprise -Enterprise where the investment in Plant and Machinery or Equipment does not exceed One Crore Rupees and Turnover does not exceed Five Crore Rupees. b) Small Enterprise- Enterprise where the investment in Plant and Machinery or Equipment does not exceed Ten Crore Rupees and Turnover does not exceed Fifty Crore Rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. Verification of MSE status of bidder is mandatory.

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

17.4 Procurement Preference to Make in India

Preference to Make in India (as applicable) vide Order No .P -45021/2/2017 - PP (BE-II) dated 16.09.2020, issued by Govt .of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to Class -I local supplier. In terms with the above said policy, Class -I local suppliers and Class -II local suppliers shall be eligible to bid.

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

A. 'Class – I local supplier' means a supplier or service provider, whose goods, services or

works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class – II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20 % but less than 50%, as defined under said order.

C. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20 % as defined under said order.

D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class -I local supplier may be above the L1 for the purpose of purchase preference .The margin of purchase preference is 20%.

Preference to Make in India (as applicable) vide Order No. P45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

(Note: Not Applicable Where Estimated Cost Put to Tender is Less Than Rs. 5 Lakhs.)

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only

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

I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

III. Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content:

a) If the estimated value of Procurement is upto Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made,

if applicable.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL to the procuring entity.

d) CIL may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e) False declarations will attract debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.

g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

1. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

2. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

3. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.

2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

3. The stipulation in (2) above shall be part of all tenders invited by the Central Government procuring entities stated in (1) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

4. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

NOTE:

i. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of CMD of CIL/Subsidiary.

ii. CIL/Subsidiary whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, for the next 5 years on their respective website (Note: To be monitored by Project Monitoring Division).

VII. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The Class -I local suppliers, under PPP -MII Order, participating in any tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any tender, may or may not be Class -I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local Supplier	MSE Class-I local Supplier
Supplier is MSE but not Class-I local Supplier	MSE but non-Class-I local Supplier
Supplier is not MSE but is Class-I local Supplier	Non-MSE but Class-I local Supplier
Supplier is neither MSE nor Class-I local Supplier	Non-MSE non-Class-I local Supplier

The work is divisible/splittable and both MSEs as well as Class -I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i) L -1 is “MSE Class-I local Supplier” – 100% of the tendered quantity is to be awarded to L -1.

ii) L -1 is “Non -MSE but Class -I local supplier” - purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L -1 bidder.

iii) L -1 is “MSE but non-Class-I local supplier” - purchase preference is to be given to Class-1 local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L -1 bidder.

iv) L -1 is “Non -MSE non-Class -I local supplier” - purchase preference is to be given to MSEs as per PPP -MSE Order. Thereafter, purchase preference is to be given to Class -I local suppliers for “50% of the tendered quantity minus quantity allotted to MSEs above” as per PPP - MII Order. For the balance quantity, contract is to be awarded to L -1 bidder.

The work is not divisible/splittable and both MSEs as well as Class -I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

i) L -1 is “MSE Class -I local supplier” Contract is awarded to L -1.

ii) L -1 is not “MSE Class -I local supplier” but the “MSE Class -I local supplier” falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting “MSE Class -I local supplier”. If lowest quoting “MSE Class -I local supplier” does not accept the L -1 rates, the next higher “MSE Class-I local supplier” falling within 15% margin of purchase preference is to be given purchase preference and so on.

iii) If conditions mentioned in sub paras (i) and (ii) above are not met, i.e., L -I is neither “MSE Class -I local supplier” nor “MSE Class -I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded /purchase preference to be given in different possible scenarios as under:

a. L1 is “MSE but non -Class -I local supplier” or “non-MSE but Class -I local supplier” - Contract is be awarded to L1.

b. L1 is “Non -MSE non -Class -I local supplier” First purchase preference to be given to MSE as per PPP -MSE Order. If MSE not eligible /does not accept - purchase preference to be given to Class -I Local supplier as per PPP -MII Order. If Class -I Local supplier also not eligible /does not accept - contract to be awarded to L -1.

C. Procurement from Startups shall be applicable for Works/Service Tenders in accordance to the notification of Govt. of India and including its amendment(s) as notified by Gol from time to time.

i. Prior experience and prior turnover shall be relaxed for Startups Bidders as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) for the category of Work/Services in which they are registered, subject to meeting of quality and technical specifications.

ii. This shall be applicable in Works/Service tenders having innovation, development or improvement of products or processes of services. Such Works/Services need to be examined at Subsidiary level on case to case basis to decide for keeping the provision for Startups. The routine/pre-engineered works/Services shall be excluded from the Startups Clause.

iii. A confirmatory document for being a Startups shall be prescribed in the Bid Document which shall be a certificate for being a Startups issued by DPIIT in the category of work and/or Service for which they are registered.

iv. The existing working capital eligibility criteria shall be kept enabled for all the participating Bidders including Startups.

17.5 The Tender Committee will recommend for award of work to the successful Bidder after evaluating their technical eligibility based on the information furnished through Bid Submission Confirmation Sheet followed by the scanned documents uploaded by Bidder in support of the information furnished by them in BSC, Technical score and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 Bidder will be accorded by the Competent Authority as per Delegation of Power based on the TC recommendation.

17.6 After competent approval and financial concurrence of TCR, the Letter of Acceptance (LOA) to the L-1 Bidder will be issued and the scanned copy of the LOA shall be sent

to the Bidder through email. Subsequently, the contract will be generated on GeM portal to conclude the tendering process.

17.7 (A) Logical End of online created Tender: Any tender hosted on the GeM portal must be logically concluded i.e., either award or cancel.

(B) If L-1 Bidder backs out (i.e. Techno commercially established L-1 Bidder), the EMD will be forfeited and the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

18. Technical clarification of Bids: Technical clarification shall be restricted to confirmation of submitted document/information through Bid Submission Confirmation Sheet only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

19. PROCESS TO BE CONFIDENTIAL-

- a) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department to Bidders or any other persons not officially concerned. It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Technical Clarification / Confirmatory documents within prescribed time. This will be specifically mentioned in the Bid Document.
- b) Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- c) From the time of bid opening to the time of contract award, no Bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

20. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

22.2 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

22.3 Any effort by a Bidder to influence the CIL's processing of Bids or award decisions may result in the rejection of his Bid.

21. EVALUATION AND COMPARISON OF BIDS

- a) The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with above Clause.
- b) The evaluation of Bid, by the Employer shall be done as per relevant Clause.
- c) The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.
- d) No document presented by the Bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a Bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that Bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.
- e) Bid evaluation shall be done after taking into consideration overall quoted price by the Bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of Cost to Company.
- f) There should be no provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.

Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.

Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter.

a. In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be CMD of CIL/Subsidiary Company.

b. In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for forfeit of EMD and debarment shall be Director of CIL/Subsidiary Company. However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

22. THE WORK IS NOT SPLITTABLE.

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

24.1 The Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

24.2 (A) Negotiations

I) Normally, there should be no negotiation. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to hold negotiations for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno commercially responsive and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/ pool rates are suspected, should negotiations be extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be:

A. Where the procurement is done on nomination basis;

B. Procurement is from single or limited sources;

C. Procurements where there is suspicion of cartel formation which should be recorded; and

D. Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardize essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements. The balance bulk requirement should, however, be procured through a re-tender, following the normal tendering process.

II) The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to CMD of CIL/ Subsidiary based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The CA should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite time frame should be indicated.

III) Normally all counter offers are considered negotiations by other means and the principles of negotiations should apply to such counter offers. For example, a counter offer to L1, in order to arrive at an acceptable rate, shall amount to a negotiation. However, any counter offer to L2, L3, and so on (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

IV) After the CA or TC has decided to call a specific bidder for negotiation, the following procedure should be adopted:

A. Negotiations must be carried out by the CA or TC only;

B. It must be understood that, if the period of validity of the original offer expires before

the close of negotiations, the original offer will not be available for acceptance. The period of validity of the original offer must, therefore, be extended, wherever necessary, before negotiations;

C. The tenderer to be called in for negotiations should be addressed as per the format of letter laid down in the relevant Annexure of Bid Document, so that the rates originally quoted by him shall remain open for acceptance in the event of failure of the contemplated negotiation;

D. A negotiations meeting should be started only after obtaining a signed declaration from the negotiating contractor as per the relevant Annexure of Bid Document and Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations in the format of letter laid down in the relevant Annexure of Bid Document and same shall be recorded on GeM Portal using the Tab of "Need to Negotiate with L1?". The revised bids so obtained should be read out to the tenderers or their representatives present, immediately after completing the negotiations. If necessary, the negotiating party may be given some time to submit its revised offer. In case, however, the selected bidder prefers to send a revised bid instead of being present at the negotiation, the offer should be taken into account. In case a bidder does not submit the revised bid, its original bid shall be considered.

(B) In case, negotiation with L-1 does not yield a reasonable rate, re-tendering should be done straightway.

However, in case there is an emergency and the time required for re-tendering cannot be allowed, the case of awarding work to the L-1 Bidder at negotiated rate may be considered by an authority one step higher than the otherwise Competent Authority after recording the reasons.

Where CFDs is the approving authority, approval shall be from CFDs only. However, TAA shall be in accordance with current prevalent DoP of CIL/Subsidiary.

24.3 Award of work to multiple L1 bidders: If there are more than one lowest Bidder & splitting up of the work is not considered necessary, selection of L-1 may be decided through a Random Algorithm executed by GeM system.

24. NOTIFICATION OF AWARD

- a) The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on GeM Portal prior to expiration of the Bid validity period.
- b) The notification of GeM Contract will constitute the formation of the Contract.
- c) All the payment for the work shall be made through GeM Portal or outside the GeM Portal.
- d) In the bidding process, the cause of rejection of bid of any Bidder shall be intimated to non-qualified Bidder online.

25. PERFORMANCE SECURITY/SECURITY DEPOSIT

For details refer Clause No. 4 of SLA.

26. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Hon'ble High Court, Kolkata only.

27. DOWNLOADING BID DOCUMENT

i) The Bidders will download the Bid documents from the website/GeM portal. The Company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified and up to the period of submission.

ii) The bid document as available online on the e-procurement of GeM shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained

28. E-PAYMENT

The Bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful Bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them at the time of signing of Agreement / at the time of bidding.

29. Change in the Constitution of 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. 3

30. MISCELLANEOUS

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

33.2. The site for work may be made available in parts

31. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or Company, including any member of a Joint Venture/Consortium (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 entry substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

g. A Joint Venture/Consortium where any member of the Joint Venture/Consortium 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 persons, 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 percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons, who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (d) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

FORMATS/ ANNEXURES

ANNEXURE – III (PROFORMA FOR CIPP)

PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT

(To be signed on Bidder's letter head)

To

Tender Inviting Authority,

Coal India Limited

Sub: Declaration towards CIPP by Bidder

Ref. No.:

Dear Sir,

I, Sri, _____, Director, representative, partner of _____ I / We,
_____ Partner / Director of M/s _____ Solemnly declare that:

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract
2. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Tender Inviting Authority comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ bidder/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.
3. I/we am/are submitting a signed copy of Code of Integrity for Public Procurement, signed by All Partners/Authorized Signatory of the Bidder.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

CODE OF CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)

A. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/contractors must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/contractors should sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

B. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**:

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

C. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and bidders, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

D. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of Bid Security,
 - b) calling off of any pre-contract negotiations; and

c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b) Forfeiture or encashment any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**ANNEXURE – I (PRE-CONTRACT INTEGRITY PACT)
(To be signed on Plain Paper)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited acting through Shri, Designation of the officer, (hereinafter called the “Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer / Authorized Representative (hereinafter called the “BIDDER/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Company proposes to execute(Name of the work) and the BIDDER is willing to offer/has offered the Services and

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship constituted in accordance with the relevant law in the matter and the Coal India Ltd, a Public Sector Undertaking performing its functions under Govt. Of India.

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 Company to complete the desired work 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 Company 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 cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A.

- 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 1 (One) Year and maximum of 2 (two) years.
- 2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e "Commitments of Bidder(s) / Contractor(s)".
- 3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors

- 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)/Sub-Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor 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.

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, this agreement must be signed by all partners.
- 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 Company 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 Company.

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 the Principal)
(Office Seal)
Place _____
Date _____

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation/ registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms apart of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

- a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
 - b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business. However, if all the details given in Para–(i) are complied with, the requirement of submission of document mentioned at Para– (ii) may be waived.
5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

ANNEXURE –VII (PROFORMA FOR LETTER OF BID)

THIS IS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF
BID: (TO BE ACCEPTED THROUGH GTE OF BSC)

To,

The Tender Inviting Authority.
Coal India Limited

Sub: Letter of Bid for the work “Hiring of Agency through Open tender in GeM Portal for conducting various Recruitment Processes.”

Ref: No.: “_____” (to be filled by the department)

Dear Sir,

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

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill 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, Bid Security and other documents as required by the Bidding documents.

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

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

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 of Coal India Ltd. shall, without prejudice to any other right or remedy, be at liberty to” cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months” **OR** to act as specified in the Bid Document.

ANNEXURE – VIII (PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S)

THIS TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED IN BSC AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY: (TO BE ACCEPTED THROUGH GTE OF BSC)

We solemnly declare that:

1. I/We am/are submitting Bid for the work **“Hiring of Agency through Open tender in GeM Portal for conducting various Recruitment Processes”** against Ref. No. *(to be entered by TIA)* Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We 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) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

(Where applicable, evidence of Competent Authority shall be attached.)

8. 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 Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

Note: *Tender specific or for a particular category of tender, relevant Clauses may be added/ modified/ substituted while framing the standard Bid Document.*

ANNEXURE – IX (PROFROMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/s., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited/Subsidiary.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

- a. Name of the employee
 - b. Place of posting
 - c. Department
 - d. Designation
 - e. Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Step-Sister.
2. ** I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / Wehave been debarred or banned by the organization named " _____ " for a period of..... year/s, effective from to.....

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

3. We,.....(Name of Partners of Partnership Firm), partners of(Name of Partnership Firm) hereby consent to abide by the relevant provisions of SLA / Bid Document pertaining to arbitration.

(Applicable in case of Partnership firm and signed by all partners of Partnership firm).

4. We certify that the works/services offered by us against the tender for the work "..... (Name of work)" against Ref. No. Dated....., meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....% (indicating the percentage of local content).

* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.....% (indicating the percentage of local content).

The details of the location(s) at which the local value addition is made, is / are as under:

- 1.

2.

5. **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) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

**I / We have been debarred by.....(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to.....

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

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

6. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
7. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from to.....

8. 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 Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

ANNEXURE- X (PROFORMA FOR INVITATION & DECLARATION FOR NEGOTIATION AND FORM OF DECLARATION)

Invitation for Negotiations

(On letterhead of the procuring entity)

Letter No: _____ Dt: _____

To

M/ s _____ (Registered A/D)

Sub: Tender No ----- opened on -----for the work of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at.....(time) at.....(venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Enclosure:

- 1. Form of Declaration
- 2. Form of Revised Offer

Yours faithfully,

(Authorised Officer)

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On company letterhead)

Letter No: _____ Dt: _____

To _____

Sub: Tender No. ----- Opened on -----for the work of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: _____

Date: _____

Signatures of bidder, or officer authorised to sign the bid documents on behalf of the bidder

ANNEXURE – XI (PROFORMA FOR REVISED OFFER IN NEGOTIATION)

Format of Revised Offer in Negotiations

Revised Offer in Negotiations

(On company letterhead)

From.....

Full address.....

To

Sir,

Sub: Tender No ----- opened on -----for the work of -----

Ref: Your invitation for negotiations no: _____ dated: _____

1. On further discussions with your representatives onin response to your letter no dated

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates from % of base value to % of base value and the same shall be recorded on GeM portal as per GeM Portal functionality.
2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.
3. I/ we undertake to execute the contract as per following Schedule.....
4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, i.e., up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or Officer
authorized to sign the bid
documents on behalf of the bidder

ANNEXURE VI: Mandate Form for Electronic Fund Transfer / Internet Banking Payment

1. Name of the Bidder:
 2. Address of the Bidder:
 City..... Pin Code.....
 E-mail Id
 Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective:

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

Place:

Date:

Signature of the Bidder/Authorised Signatory

(One cancelled cheque of the said bank account no. must be attached for verification)

ANNEXURE – IV (PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY)

To

.....
.....

Re: Bank Guarantee in respect of Contract No.....Dated.....

Between.....(Name of the Company) and.....(Name of the Contractor)

WHEREAS

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

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

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

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

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

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

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

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

The Bank further agrees with the Company that the Company shall have the fullest liberty

without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

This Bank Guarantee shall also be operative at our Branch located at(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.

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

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we (the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

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

** The validity of the Bank Guarantee shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract (if any)”, whichever is more. However, if the*

contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract” if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days’ notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor’s obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)
(Name)
(Designation)
(Code)
(Address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at..... (Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

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

SERVICE LEVEL AGREEMENT (SLA)

1. DEFINITIONS

- i) The word “CIL”, “Company” or “Owner” wherever occurs in the Bid Document, means the Coal India Limited, represented at the headquarters of the Company by the Coal India Limited, Coal Bhawan, Premises No. 4 MAR, Plot no. AF-III, Action Area 1A, New Town, Rajarhat, Kolkata - 700156 or its authorized representative or any other officer specially deputed for the purpose or Subsidiary Companies of CIL i.e. ECL, CCL, BCCL, SECL, WCL, MCL, NCL, CMPDIL, BCGCL, CIL Navikarniya Urja Ltd and CIL Solar Pvt Ltd. The rate, terms and condition of this contract will be applicable to Coal India Limited and its subsidiary also.
- ii) The word “Principal Employer” wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.
- iii) The word “Service Provider” wherever occurs means the successful Bidder who has deposited the necessary Earnest Money/Bid Security and has been given written intimation about the acceptance of Bid and shall include legal representative of such a Company or the successors and permitted assigns of such individual, firm or Company, as the case may be. Contractor /Agency/Service provider is interchangeably used in the documents.
- iv) The word “Work Order” wherever occurs means work order issued as a sub-part of the whole contract or it means work order issued for completion of individual recruitment process.
- v) The word “Multidisciplinary” wherever occurs means experience of conducting CBT in minimum three discipline.
- vi) “STQC” means Standardization Testing and Quality Certification Directorate of the Govt. of India under the Ministry of Electronics & Information Technology, GOI
- vii) Words imparting singular only shall also include the plural and vice-versa where the context so requires.
- viii) Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, in the Indian Contract Act, and in the General Clauses Act.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- a) Scope of work / Bill of Quantity
- b) Additional Terms & Conditions (Instruction to Bidders)
- c) GeM GTC
- d) Service Level Agreement / Conditions of Contract, including General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement
- e) Letter of Acceptance of Bid indicating deviations, if any, from the Conditions of Contract incorporated in the
- f) Bid/Tender document issued to the Bidder,
- g) Integrity Pact as applicable
- h) Any other document, if required.

2.1 After acceptance of Bid, an agreement will be executed between company and the successful bidder and Work Order will be issued as per Company's requirement to proceed during the agreement period with the work assigned in the said order.

2.2 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.

3.DISCREPANCIES AND ADJUSTMENTS THEREOF:

The documents forming part of the contract are to be treated as mutually explanatory.

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

3.2. Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the Contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

3.3. Any difference detected in the tender/tenders submitted, resulting from:

- a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the Contractor shall be taken as correct.
- b. discrepancy in the amount quoted by the Contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c. discrepancy in totaling or carry forwards in the amount quoted by the Contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. PERFORMANCE SECURITY :

4.1 Performance Security (first part of Security Deposit) should be 5% of contract amount which should be deposited within 21 days of issue of LOA, by the successful Bidder in any of the form given below:

- A Bank Guarantee (BG) in the form given in the bid document from any Scheduled Bank. The BG issued by outstation bank shall be operative at its local branch..... or branch at.....
- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit Stipulated by the owner.
- Demand Draft drawn in favour of on any Scheduled Bank payable at its Branch at.....

However, Company may approve submission of Performance Security beyond 21 days by another 14 days with proper justification on a case to case basis.

The Earnest Money/Bid Security deposited is to be returned to the Contractor within 15 days after submission and subsequent confirmation of Performance Security. The Earnest Money/Bid Security deposited may be adjusted against the Security Deposit (Performance Security) at Bidder's option.

4.2. If Performance Security is provided by the successful Bidders in the form of Bank Guarantee it shall be issued either –

- A) at Bidder's option by a Scheduled Bank,
Or
- B) by a Foreign Bank located in India and acceptable to the Employer.
- C) If the contract period is for more than 03 years, then period of validity of the BG should be for at least 03 years with a provision that timely action for extension of the BG should be undertaken at least 03 months before the end of validity.

The subsequent extension shall be for a period of "one year" or "ninety days beyond the period of contract/extended period of contract" if balance period is less than 3 years, else the process will repeat as above.

Not less than 30 (thirty) days prior to expiry of a Performance Security, the Contractor shall furnish an extended, renewed or replacement Performance Security to the Authority, failing which the Authority shall be entitled to, after giving 5 (five) days' notice to the Contractor, draw down the full remaining value of the Performance Security, and hold the amount as security for performance of the Contractor's obligations under this Agreement.

The BG shall be encashed at least 07 days (excluding date of intimation and bank holiday) prior to expiry of BG.

Bank Guarantee (BG) is to be submitted in the format prescribed by the Company. Bank Guarantee shall be irrevocable and it shall be issued by any Indian Nationalized Bank/Scheduled Bank on Structured Financial Messaging System (SFMS) platform which is payable / enforceable at

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

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

Name of Beneficiary & its details	Name	ICICI Bank
	Bank Account No.	000651000038
	Department	
Beneficiary Bank & Address	Technopolis Branch	
IFCS Code	ICIC0000229	

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

In case the successful Bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the Bid Security/Earnest Money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

However, debarment shall be done as per Guidelines for Debarment of firms from Bidding.

4.3. REFUND OF PERFORMANCE SECURITY:

The refund of Performance Security shall be subject to Company's right to deduct/appropriate its dues against the Contractor under this contract or under any other contract. On completion of the work and certified as such by the Recruitment Division, CIL, the Security Deposit remaining with the Company shall be refunded.

Performance Security shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Recruitment Division.)

4.4. ADDITIONAL PERFORMANCE SECURITY (APS):

There should be provision in the Bid Documents regarding submission of Additional Security Deposit / Bank Guarantee (BG) in case of Abnormally Low Bids. There shall be a provision in the Bid document regarding Abnormally Low Bid that the Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

Such Additional Performance Security (APS) shall be applicable if the bid price is below 15% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission. The amount of such APS shall be the difference between 85% of the updated/justified cost Finalized by the Owner as on the last date of Bid submission and quoted price.

Approving Authority of updated/justified cost shall be the authority who has approved the estimate for the Tender/as per existing guidelines in this regard.

Additional Performance Security (APS) shall be furnished within 21 days of issuance of LOA by the successful Bidder.

Failure to submit such Additional Performance Security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the Company shall debar such defaulting Contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum 1 (one) year from the date of issue of such letter. In case of Partnership firm, the debarment shall also be applicable to all individual partners of Partnership firm.

However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

In case the work is awarded with Additional Performance Security, it may be furnished in any of the forms as applicable for Performance Security.

This Additional Performance Security will not carry any interest and shall be released in the following manner:

- I. 30% of Additional Performance Security will be released after 60% of the total Estimated Work is completed.
- II. 50% of Additional Performance Security will be released after 80% of the total Estimated Work is completed.
- III. 100% of Additional Performance Security will be released after total estimated work is completed.

5. RECRUITMENT AGENCY'S OBLIGATIONS:

- a) Recruitment agency's obligations shall include provision of all the services and deliverables specified by CIL in the Scope of work and other section of documents, contract and changes thereof to enable CIL to meet their objectives and operational requirements. It shall be the recruitment agency's responsibility to ensure the proper and successful execution, performance and continued operation of the proposed services in accordance with and in strict adherence to the term of their bid and contract.
- b) The recruitment agency shall ensure that its resources are competent, professional and possess the requisite qualifications and experience appropriate to the task he/she is required to perform under this contract.
- c) The recruitment agency will provide an undertaking in writing that all its resources involved in the project, resources of sub-contractor and family members of all concerned resources, do not apply for any post to be filled through recruitment which is part of assignment.
- d) The Recruitment Agency shall be responsible for compliance of Labour law in respect of the personnel employed by them. CIL will not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
- e) The Recruitment Agency's Project Manager/Nodal Officer shall have all the power requisite for the performance of services under the contract. The Recruitment Agency's Project Manager shall liaise with CIL for the proper coordination and timely completion of the works and on any other matters pertaining to the recruitment process. Initially, he/she will gather required data after signing of Contract/MoU for any recruitment process. He/she shall extend full co-operation to the recruitment cell in the CIL in the manner required for supervision/inspection/observation of the procedures, performance, reports and records pertaining to the examination process. He/she shall also have complete charge of the agency's personnel engaged in the performance of the assigned work and to ensure internal discipline, compliance of rule, regulation and safety practice. The recruitment agency's Project Manager/Nodal Officer is expected to act as a role of single point of contact for any matter related to this project till completion of all the milestones.

6. TERMS OF PAYMENT :

For the purpose of payment the no. of candidates will be based on no. of admit card generated for the purpose of CBT and in other cases it will be based on no. of registration done. However, in case of multiple registration by same candidate payment for only one registration will be made.

Sl. No.	Payment Clauses	Percentage of Consultancy Charges
1.	First instalment after 15 days of closing of registration in Login portal.	50% of the estimated project cost
2.	Within 15 days after conduct of the computer-based test or submission of Merit Panel where no CBT is conducted whichever is applicable.	40% of the project cost
3.	Final instalment after 03 months of submission final invoice, final merit and hard copy of all the documents & merit list.	10% of the project cost

4.	The actual cost if any, due to increase in number of registered applications shall be released before dispatch of e-admit cards. After submission of final invoice/ all required documents payment will be released within 21 days.
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a) No advances shall be paid.

b) The price quoted for the services shall, under no condition, change during the period of contact.

c) In case of any recoveries are due to be made with regard to statutory levies taxes, penalties and liquidated damages etc. CIL reserves the right to effect the recoveries from the subsequent payment due to the agency. All payment of applicable taxes deductible at source be released by CIL within 30 days of receiving the correct invoice in duplicate from the agency. The agency will have to submit the invoice/bill (in original plus one copy) to the General Manager (Recruitment), CIL HQ and same will be paid after processing. Income Tax as per income Tax Act, 1961 and rules in force shall be deducted from the Agency on account of R.A/Final Bill unless exempted by the Income Tax Authority. All payments for this contract shall be made in Indian currency through RTGS/NEFT only.

d) Due TDS will be deducted from all payments made to the Agency for above assignment.

e) The application fee to be charged from the candidates, will be collected by CIL. The payment gateway charges shall be borne by the representative candidates.

7. RISK and MITIGATION:

In case of any onto situation the following measures may be take. The risk and mitigation plan is given below:

Sl.No	Risk	Existing Measures	Mitigation Plan
1.	Question paper leakage or accessed by unauthorized Person/entity during or prior to the examination.	Question paper should be encrypted and should be securely downloaded in candidates' system.	In case, leakage of question paper is prior to the examination, multiple sets of Question paper will be prepared by the Agency with secured encryption. In such cases, different question paper will have to be finalized by agency. In case, the leakage of question paper is reported during the conduct of examination/ prior to the examination, the Agency will re-schedule the exam with mutual agreement of CIL. No payment for the re-exam will be made by CIL to the Agency.
2.	Examination System Stops Functioning during examination for some time in a single centre or all the centers	Mock test run of the examination system shall be conducted prior to day of examination.	To provide extra time (time extended by the exact duration for which the exam was stopped) without allowing the candidates to leave the examination hall.
3.	If the main system stops functioning during the conduct of examination and half or more than half	Mock test run of the examination system shall be conducted prior to day of examination.	The agency will either resume the exam or reschedule the exam with the approval of CIL with new question paper.

	period of examination is over.		No payment for the retest will be made by CIL to the agency.
4.	If the examination at any center or some of the centers could not be conducted and the total examination is cancelled for reasons directly or indirectly attributable to the agency.	Mock test run of the examination system shall be conducted prior to day of examination.	Provision of backup or spare center will be made available by the agency. No payment for the backup or spare center will be made by CIL. The date of examination will be decided by agency in consultation with CIL.
5.	If the examination could not be conducted due to Force Majeure during the exam.	The agency shall have a contingency plan for candidate management/shifting in case of any emergency.	Provision of backup or spare center will be made available by the agency. The agency will reschedule the examination with new question paper with the approval of CIL. No payment for the backup or spare center will be made by CIL.

8. PENALTY CLAUSE/LIQUIDATED DAMAGE:

- I) If any of the stages specified are either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributed to the agency and not in any way attributable to the delay on the part of the CIL, a penalty @ 0.5 % of the work order of the delayed stage of the item, per week (subjected to maximum 10 %) may be imposed and accordingly the time for the next stage be reduced by CIL, to account for the delay.
- II) If the delay adversely affects conduct of examination the Performance Bank Guarantee (PBG) will be forfeited and other legal action would be initiated as per term and condition of the contract. CIL may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the agency.
- III) If the service providing agency does not provide facilities mentioned in the agreement at Center/s, the penalty will be imposed to it on the basis of feedback received from the Corporate Observer of CIL deployed at the center and it may get up to 10% of work order value for each deficiency.
- IV) Maximum penalty will be limited to 10% of the Contract Value.

9. DELAYS IN THE AGENCY'S PERFORMANCE:

- I) Conduct of the examination as per the timeline is the main aspect of the work and performance of the service shall be made by agency in accordance with the provided time schedule in the tender and will become the forming part of the Contract Agreement.
- II) The activities involved are time bound and it is expected that no extension of time for performance of any activity/activities will either be sought or given in this project. However, if at any time during the course of contract, the agency in counter conditions impeding the timely execution and performance of the service, the agency shall promptly notify to CIL in writing the fact of the delay, its likely duration and its cause(s). CIL will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Agency's time for execution of said item of work, but in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examination are absolute unless changed by CIL on its own.

- III) Delay on part of the Agency in the performance of its delivery obligation shall render the Agency liable to the imposition of the penalty unless an extension of time is agreed upon.

10. TERMINATION FOR DEFAULT:

- I) Either party may, without prejudice any other course of action for breach of contract, by written notice of 30 days to the other party, terminate the agreement in whole or in part, if:
 - a) The defaulting party fails to perform any or all of the obligations within the time period (s), specified in the agreement or any extension thereof granted, by the other party.
 - b) The quality of the delivery of various tasks is not upto the satisfaction CIL.
 - c) The defaulting party fails to perform any other obligations under the agreement.
- II) In the event of CIL terminating the contract in whole or in part, CIL may procure upon such terms and in such a manner as it deems appropriate, services similar to those undelivered and the agency shall be liable to CIL for any excess cost for such similar services. However, the agency shall continue with the performance of the contract to the extent not terminated.
- III) The agency shall stop the performance of the contract from the effective date of termination and handover all the documents, data, equipment etc. to CIL for which payment has been made. The agency may withdraw items, for which payment has not been made. No consequential damages shall be payable to the agency in the event of termination.
- IV) In case of termination of contract, all bank drafts furnished by the agency by way of Bid Security/ Performance Bank Guarantee shall stand forfeited.
- V) In case of suspension/termination the agency shall be liable to pay compensation for any direct loss are additional liability, if incurred due to completion of work by another agency.
- VI) **Suspension:** CIL may after giving a written notice of suspension to the agency, and considering the representation of the agency, if any, submitted within a period of 15 days from receipt of such notice, suspend all payments to the agency, if the agency fails to perform any of its obligation (including the carrying out of services) provided that such notice of suspension:
 - a) Shall specify the nature of the failure
 - b) Shall direct the agency to remedy such failure within specified period from the date of receipt of such notice of suspension.
- VII) CIL may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the agency.

11. GENERAL INSTRUCTIONS:-

- I) While every efforts has been made to provide comprehensive and accurate background information to meet the requirement and specifications, the agency must apply their own discretion about solution needed to meet the requirements.
- II) Financial bid shall be opened for the technically qualified agency's only.
- III) Bids shall be submitted through GeM only. Bids in any other form will not be acceptable.
- IV) Conditional bids shall not considered and will be rejected out rightly at the very first instance.
- V) All documents to be attached with the bid should be clearly legible, failing which the said document will not be considered for evaluation.
- VI) All information provided by the agency shall be treated as contractually binding all the agency, on successful award of the assignment by CIL on the basis of the tender document.
- VII) No commitment of any kind, contractual or otherwise shall exist unless and until

a formal written agreement has been executed by CIL. Any notification of the preferred agencies status by CIL shall not give rise to any impossible rights by the agency. CIL may cancel the bid at any time prior to a formal written agreement being executed by CIL.

- VIII) All corrigendum/addendum, amendments and clarifications to this bid will be posted on GeM as well as CIL website. Agency shall keep themselves updated with all such amendments.

12. 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 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 Area GM/GM, HoD(C). 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, then matter shall be resolved through conciliation

- a) **CONCILIATION:** The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

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

Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

13. SETTLEMENT OF DISPUTES THROUGH ARBITRATION

- i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.

- ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.
- iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.
- iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.
- v) Legal Advice: While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.
- vi) Following clause shall be included in the General Conditions of the Contract (GCC).

SOLE ARBITRATION CLAUSE:

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 Chairman, 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 Chairman, 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 Chairman, 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 Chairman, CIL at his discretion may determine.

- vii) Contracts with Partnership firm: A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm care should be taken to obtain consent of all the partners to the arbitration agreement. A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).
- viii) In cases where CIL has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by CIL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to CIL should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the

proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of CIL as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of CIL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and CIL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open an escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

- ix) Arbitration /court awards should be critically reviewed. In cases where there is a decision against CIL the decision to appeal should not be taken in a routine manner, but only when the case genuinely merits going for the appeal and there are high chances of winning in the court/ higher court. There is a perception that such appeals etc. are sometimes resorted to postpone the problem and defer personal accountability. Casual appealing in arbitration / court cases has resulted in payment of heavy damages / compensation / additional interest cost, thereby causing more harm to the exchequer, in addition to tarnishing the image of the Government.
- x) Legal department of CIL should monitor the success rate of appealing against arbitration awards. There should be a clear delegation to empower officials to accept arbitration / court orders. A special board / committee may be set up by legal department of CIL to review the case before an appeal is filed against an order. Arbitration /court awards should not be routinely appealed without due application of mind on all facts and circumstances including realistic probability of success. The board / committee or other authority deciding on the matter shall clarify that it has considered both legal merits and the practical chances of success and after considering the cost of, and rising through, litigation / appeal / further litigation as the case may be, it is satisfied that such litigation / appeal /further litigation cost is likely to be financially beneficial compared to accepting the arbitration / court award.

14. TENURE OF WORK

14.1. The contract shall be valid for a period of three (3) years as per the agreement with the Service Provider. However, payment for the work done would be made only after execution of work as per terms of payment.

14.2. The contract may be extended further up to one (1) year on mutual consent of both the parties i.e. Company and the Service Provider under the same terms and conditions.

15. DEVELOPMENT OF ELECTRONIC PLATFORM

15.1. The Service Provider will demonstrate the working of the Electronic Platform to the authorized representatives of the Company. If required an extension of 30 days may be provided to service provider for development of the platform.

15.2. CIL reserves the right to grant any further extension in the development of the Portal. However, inordinate delay, determination of which shall be at discretion of CIL, may result in termination of contract with forfeiture of Performance Security.

15.3. The Service Provider will provide a valid STQC certificate of the electronic platform.

16. Sub-Contract:

a) If sub-contracting is required in skill test as defined in Scope of Work, the successful agency shall obtain written approvals from CIL before initiating any such process.

- b) Allowing sub-contracting should not dilute the responsibility and liability of the selected agency.
- c) It is clarified that the selected agency shall be the Principal Employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractor.
- d) The selected agency shall ensure that sub-contractor (if any) complies with.
 - 1. The timeline of the recruitment process.
 - 2. All the technical, non-technical requirements mentioned in the tender document regarding conduct of skill test.
 - 3. Confidentiality and Privacy.
 - 4. Information Security.
 - 5. Conflict of Interest
- e) In such a case of sub-contract, the selected agency will be held responsible for any deviation/shortfall in execution of the assigned task by the sub-contractor.
- f) Copy of Documentary proof that the bidder or its empaneled agency has its own/rental of Tier-III Data centre.

17. COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the contract period or extension thereof, subject to payment of the final invoice due to the Service Provider under the contract by the Company.

18. FORCE MAJEURE

18.1. Force majeure is herein defined as any cause which is beyond the control of the Service Provider or the Company, 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:

- 18.1.1. Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
- 18.1.2. Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- 18.1.3. Strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain), fire, terrorist attack, public unrest in work area

18.2. Notice of the occurrence of such an event, duly evidenced with documents, is given by one party to the other within 10 days from the date of occurrence of such event.

18.3. Neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

18.4. The decision of the Company as to whether the deliveries have been so resumed or not, shall be final and conclusive

18.5. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract.

19. OTHER TERMS & CONDITIONS

19.1. The Service Provider shall warrant that the system provided will be in accordance with the contract documents and must ensure that the system is free from defects for the entire period of contract or extension thereof.

19.2. The Service Provider shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the CIL issued from time to time to the Service Provider.

19.3. If any action in court is brought against the CIL for the failure or neglect on the part of the Service Provider 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 Service Provider, his agents, representatives, workmen, suppliers or employees, the Service Provider shall in all such cases indemnify and keep indemnified the CIL or their representative, harmless from all losses, damages, expenses or decrees arising of such action.

19.4. In the event of any suit or other proceedings instituted against CIL, the same shall be defended at the cost and expense of the Service Provider who shall also satisfy/comply with a decree, order or award made against the CIL. Final payment to the Service Provider by the CIL will not be made while any such suit or claim remains unsettled.

19.5. The final payment by CIL in pursuance of the contract shall mean the release of the Service Provider from all his liabilities under this contract. Such final payment shall be made only at the end of the work order and till such time all the contractual liabilities and responsibilities of the Service Provider shall prevail. All other payments made under the contract shall be treated as on account payments.

19.6. 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.

19.7. Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from CIL.

19.8. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Service Provider 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 CIL, shall, in addition to any criminal liability which it may incur, subject the Service Provider to the cancellation of this and all other contracts and also to payment of any loss or damage to the CIL resulting from any cancellation. CIL shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Service Provider under the contract.

19.9. The Parties agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

20. DEBARMENT OF FIRMS FROM BIDDING

CIL shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - 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 debarred 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 (if any) 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.
 - xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
 - xv) False declarations w.r.t Make in India Order.
 - xvi) In case of supply of sub-standard materials, sub-standard quality of work, nonexecution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc. In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.
5. Such 'Debarment', if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.

7. The debarment 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, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.

8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

Note: "Company" means a company incorporated under company's Act 2013 or under any previous company law.

9. The above 'Debarment' shall be in addition to other penal provisions of Bid Document/Contract document.

10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.

11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reform the firm and may get a written commitment from the firm that its performance will improve.

12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.

A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.

15. Any change on the above may be done with approval of FDs of CIL.

16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) /Civil / concerned HODs of CIL/Subsidiary Company/Nodal officers of CIL or Subsidiaries. Nodal officers of CIL or Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIPP Portal/CIL/Subsidiaries/GeM Portal).

BROAD SCOPE OF WORK

The Coal India Limited recruits Executives through Computer Based Test (CBT)/Exams, departmental exam, Lateral entry as well as recruitment on the basis of GATE score. This tender will be finalized or the agency will be selected for three years i.e. 1st February 2025 to 31st January 2028. The selected agency shall provide the services for all stages of the Recruitment Process, right from the designing & development of software for receipt of online applications from the candidates, receipt of application processing fee in CIL Designated Bank account, preparation and downloading of online e-admit cards, preparation of Question papers, conduct of CBT and submission of category-wise Merit Lists to the authorized designated official(s) of CIL. The Merit list would be prepared on the basis of the marks scored by individual candidates in the computer-based test/GATE Score or any other Qualifying Exam as the case may be. The bidder would be free to carry out any of these activities through its in-house team.

*To get a clear overview, the details of different recruitment activities from the year 2022 to till date is as under-

Recruitment Activity	GATE-2022	CBT-2022	GATE-2023	Departmental Re-Examination
Total Project Cost	5,31,000	2,03,25,783.20	5,31,000	61,93,986
No. of Applicants	3404	25,202	2776	3428
No. of Disciplines	4	8	3	13
*Minimum Guaranteed Candidates	10,000		10,000	-

Also, the details of recruitment process done in Subsidiary in the last one year is as under-

Subsidiary	No. of applications	Designations for which applications were invited
Central Coalfields Limited	8307	Mining Sirdar, Electrician/Technician, Assistant. Foreman (Electrical), Dy. Surveyor (M)
Mahanadi Coalfields Limited	17192	Jr. Overman, Mining Sirdar, Surveyor
Northern Coalfields Limited	93639	Mining Sirdar, Surveyor, HEMM Operator, Assistant Foreman (Electrical, Mechanical, E&T)

The following services will be required to be provided by the selected vendor/service provider and will become the part of tender:

1. Design the Uniform Resource Locator (URL)/Application portal for receiving online applications as per CIL's requirement for each recruitment activity separately.
2. Arranging for online registration of the candidates including online gateway for payment of application fees and operation of portal.

Note: In case of Departmental candidates CIL shall provide the list of eligible candidates with basic details for admit card generation.

3. Processing of online application data, booking requisite number of venues/centres at various locations (including PWD facilitated venues/centres), security

arrangements at the venues/centres, generating roll numbers, allocating the venues to the candidates for online examination. Finalization of data and generation of Roll Range of the candidates for each city and centre. Identification and fixation of Computer Based Test Centres/Online examination centres.

4. Designing draft admit card, information hand-out, preparing URL for downloading admit cards and providing the said URL to CIL for web hosting on their website as per the CIL's Requirement. Issuance of Admit Cards through e-mail as well as through login portal on CIL website. In case of any discrepancy in issued admit card brought in the notice by the candidate the service provider will make arrangement to issue fresh admit card at the allocated centre one day before examination.
5. Preparing suitable test batteries/question papers of all disciplines as mutually agreed upon. Encryption, decryption and moderation of question papers in English Language and Hindi Language.
6. Arranging for smooth and fair conduct of Computer Based Test/online examination at Major Cities of the Country indicated in the advertisement by deputing suitable number of venue co-ordinators at each centre with the co-ordination of CIL and ensuring that infrastructure such as computer systems, software, power backup, jammer etc. at the venue are properly functioning. Printing of Attendance Sheets for CBT.
7. Providing online generic mock-tests/training to the candidates, FAQs etc. Link to be provided on CIL website. Selected agency will ensure hands on experience of the departmental candidates on CBT for which candidates will be called to visit the CBT Centres in prescribed locations as per the mutually convenient dates.
8. Barcode scanning of admit cards at the entrance gate of the examination centre
9. Arranging for capture biometric thumb impression and attendance on exam day at the venue before the start of the examination. Frisking (body pat as well as HHMD),
10. Arranging CCTV coverage of the examination centres on the day of examination(s).
11. Operate Command Centre either at selected agency location or at CIL for real time data monitoring of CBT.
12. Inviting and review of objections post CBT from candidates in order to provide opportunity regarding fairness of MCQ and distracters. Resolution of objections of Question and Answer Keys, if any from the candidates.
13. Preparation of merit list of all the candidates as per the category wise requirements and criteria provided by CIL on the basis of CBT/GATE Score or any other Qualifying Exam, if any, as the case may be.
14. Scrutiny of the hard copies of application along with the documents uploaded by the shortlisted candidates in online registration portal to be provided by service for determining the final eligibility of the candidate as per the criteria notified in the Advertisement/notification before final submission of merit list. Submission of Final Results in Soft Copy (non-editable form) as well as duly signed Hard Copy by service provider as per the time line.
15. Extend support and provide requisite information to the designated officials of CIL on priority basis, in case of any legal dispute/court cases/ RTI applications filed against the advertisement/ recruitment process or any other purpose.
16. Selected agency will ensure security/secrecy/confidentiality in all aspects of examination and CIL data shared with the agency for the purpose of recruitment.

For any breach of confidentiality, the service provider will be solely responsible and will be liable for criminal action/suitable action as per NIT and law of the land.

There will be four process as mentioned below:

Process I- Where no CBT will be conducted and service will be limited to design and make operational online portal to submit application and required Fee(if required) and submission of consolidated list of applicant (company-wise/subsidiary wise) in excel thereof and submission of hard copy of application along with supporting documents. The list of eligible candidate for interview letter/notice will be shared with service provider by CIL for sharing the same with the candidates.

Process II- Selected agency will design and make operational online portal to submit application based on GATE/any other qualifying exam etc. score along with online payment of fees. The agency will prepare the portal with score shared by the company and application will be allowed to be submitted **only after validation of score** submitted by the candidates. Subsequently the agency will prepare and submit consolidated list of applicants (Merit List) in excel and will submit category wise list of qualified candidates (Selection List), considering ratio of selection communicated by CIL. The agency will also submit hard copy of application with supporting documents uploaded by qualified candidates. In case of rejection of any candidate by CIL in selection list due to not meeting the criteria, the agency will provide the name/s of candidate in down the merit panel along with the hard copy of application and documents in order of merit.

Process III- To design and make operational online portal to submit application with online payment of fees and will conduct online CBT by providing question papers and other facility at center in major cities and will provide consolidated list (merit list) of applicant in excel with their score in online CBT along with category wise list (Selection List) of selected candidates considering ratio of selection communicated by CIL. The agency will also submit hard copy of application with supporting documents uploaded by qualified candidates. In case of rejection of any candidate by CIL in selection list due to not meeting the criteria, the agency will provide the name/s of candidate in down the merit panel along with the hard copy of application and documents in order of merit.

Process IV- To design and make operational online portal to submit application by the departmental candidates(CIL Employee) and conduct online CBT by providing question papers and other facility at subsidiary Hqrs and Kolkata or any other city mutually agreed by Agency and CIL. The agency will provide consolidated list of applicants in excel with their score in online CBT.

PROCESS I

Where no CBT will be conducted and service will be limited to design and make operational online portal to submit application and required Fee(if required) and submission of consolidated list of applicant (company-wise/subsidiary wise) in excel thereof and submission of hard copy of application along with supporting documents. Generating and sharing interview letter with the eligible candidates as per the list provided by the Company.

Obligation, approach and methodology

In the above case the following will be the approach and Methodology.

1. Selected agency will constitute a Project Implementation Team (PIT) for successful completion of the assignment, on receipt of work order.
 2. Design and development of software as per the need & requirement of CIL for each category of post(s).
 3. The trial and test of online application software and payment gateway (if required) shall take place at CIL Kolkata or may be at any place as mutually decided by the company and selected agency.
 4. Organize receipt of applications through online system within the prescribed time schedule, as finalized by CIL. The gateway of on-line system shall be opened for a period of 21/30 days (10.00 AM from starting date till 06.00 PM on the closing date), as mutually decided by Selected agency & CIL. The application fees (if required) shall be deposited by candidates through any nationalized bank, which are easily accessible for the candidates as decided by CIL. Selected agency shall facilitate for associating with respective Nationalized Bank. The candidate shall remit the fees online to the bank account as decided by CIL and to provide uninterrupted and smooth run of the online login portal including the payment gateway, dedicated technical personnel from Selected agency shall be deputed at CIL (HQ), Kolkata or at the location of service provider or virtually, prior to commencement of online application portal for the entire period of trial purpose of online application portal.
 5. Registration process through online system shall provide a list of category wise applicant. The eligibility of candidates shall be checked and approved by CIL officials, as per their recruitment rules prior to issuing interview letter. The decision of CIL in this respect shall be final.
 6. Registration of candidates through online mode generally will be done by following 02 steps by the candidates:
 - a) Applicants need to sign-up by selecting the post opted and choice of subsidiary & filling personal details, contact details etc. correctly. After filling-up above details, candidates will receive Application Sequence Number (User ID) & Password on their registered e-mail & mobile number.
 - b) After re-login, the candidates will fill-up personal details, qualification details, and other relevant details of the eligibility criteria, upload and submit Photograph & Signature. The candidates will have the facility to submit the fee(if required) at real-time basis or after 24 hrs of submission of online application fee via Online Payment through Internet Banking /Debit/Credit Card only.
- Instruction for filling-up of application will be made available on the CIL website for convenience of applicants.
7. Selected agency shall arrange to reply promptly to the candidates' queries through help desk.
 8. 10,000 candidates is Minimum Guaranteed candidates for this process. In case, the no. of candidates exceeds 10,000 then the cost of process will be calculated as per actual no. of candidates @ the rate quoted by successful bidder.

Table- 1 Time Schedule for the activity undertaken:

Sl. No.	Activities	Tentative Schedule (in days)
01	Receipt of the work order along with final advertisement	01
02	Design, development & testing of software for registration of on-line applications. (<i>The complete and final advertisement text is to be handed over to Selected agency 21 days prior to its publication for finalizing the software</i>)	21
03	Duration of gateway for on-line registration of Applications	21/30
04	Preparation and submission of applicant list in the specified format	10
05	Submission of hard copies of the application along with supporting documents to the subsidiary/CIL by agency	10
06	Submission of final list of applicants' details in specified format for interview to the agency by subsidiary/CIL for generating interview letter/notice from the date of receipt of hard copy	21
07	Sharing of interview letter/notice with the candidate by the agency	07

Process II

Selected agency will design and make operational online portal to submit application based on GATE/any other qualifying exam etc. score along with online payment of fees. The agency will prepare the portal with score shared by the company and application will be allowed to be submitted **only after validation of score** submitted by the candidates. Subsequently the agency will prepare and submit consolidated list of applicants (Merit List) in excel and will submit category wise list of qualified candidates (Selection List), considering ratio of selection communicated by CIL. The agency will also submit hard copy of application with supporting documents uploaded by qualified candidates. In case of rejection of any candidate by CIL in selection list due to not meeting the criteria, the agency will provide the name/s of candidate in down the merit panel along with the hard copy of application and documents in order of merit.

In the above case the following will be the approach and Methodology.

1. Selected agency will constitute a Project Implementation Team (PIT) for successful completion of the assignment, on receipt of work order.
2. Design and development of software as per the need & requirement of CIL for each category of post(s).
3. The trial and test of online application software and payment gateway shall take place at CIL Kolkata or as mutually decided by the company and selected agency.
4. Organize receipt of applications through online system within the prescribed time schedule, as finalized by CIL. The gateway of on-line system shall be opened for a period of 30 days (*10.00 AM from starting date till 06.00 PM on the closing date*), as mutually decided by Selected agency & CIL. The application fees shall be deposited by candidates through any nationalized bank, which are easily accessible for the candidates as decided by CIL. The selected agency shall facilitate for associating with the respective nationalised bank. The project implementation Team of selected agency constituted for this purpose, will be

responsible for trial run and monitoring for the entire period of the portal to ensure hassle free and smooth running.

5. Registration process through online system shall provide a list of category wise applicant. The eligibility of candidates shall be checked and approved by CIL officials, as per their recruitment rules. The decision of CIL in this respect shall be final.
6. Registration of candidates through online mode generally will be done by following 02 steps by the candidates:
 - a) Applicants need to sign-up by selecting the post opted & filling personal details, contact details etc. correctly. After filling-up above details, candidates will receive Application Sequence Number (User ID) & Password on their registered e-mail & mobile number.
 - b) After re-login, the candidates will fill-up personal details, qualification details, Qualifying Exam (GATE/any other qualifying exam etc.) details and other relevant details of the eligibility criteria, upload and submit Photograph & Signature. The candidates will have the facility to submit the fee at real-time basis or after 24 hrs of submission of online application fee via Online Payment through Internet Banking /Debit/Credit Card only.

Instruction for filling-up of application will be made available on the CIL website for convenience of applicants.

7. Selected agency shall arrange to reply promptly to the candidates' queries through help desk.
8. In the case of shortlisting of candidates is on the basis of GATE/ any other qualifying exam Scores, Selected agency shall undertake all the activities relating to preparation of merit list of candidates as per the GATE/ any other qualifying exam Score, GATE/ any other qualifying exam Registration Number, Actual GATE/ any other qualifying exam Marks, Qualifying Marks and All India Rank (AIR) of the candidates.
9. In case of tie (i.e. where the same marks have been scored by the candidates in the online test), candidates scoring higher percentage of marks/CGPA in minimum eligible qualification will be placed higher in merit list. Still in case of tie, the candidate who is senior in age (i.e. candidate having earlier date of birth) shall be kept at higher rank in the Merit List. However, the decision of CIL in this regard shall be final and binding.
10. Scrutiny of the hard copies of application along with the documents uploaded by the shortlisted candidates in online registration portal to be provided by service for determining the final eligibility of the candidate as per the criteria notified in the Advertisement/notification before final submission of merit list. Submission of Final Results in Soft Copy (non-editable form) as well as duly signed Hard Copy by service provider as per the time line.
11. Preparation of Final merit list of all the candidates as per the category wise requirements and criteria provided by CIL on the basis of GATE score or any other qualifying exam if any, as the case may be.
12. Submission of final merit/results in soft Copy in non-editable form as well as duly signed Hard Copy will be submitted to the Authorized designated officials of CIL.

13. 10,000 candidates is Minimum Guaranteed candidates for this process. In case, the no. of candidates exceeds 10,000 then the cost of process will be calculated as per actual no. of candidates @ the rate quoted by successful bidder.

Time Schedule for the Activity to be undertaken:

Sl. No.	Activity	Obligation	Minimum Time required
1.	Receipt of the work order along with final advertisement	CIL	03 days
2.	Handing over of GATE/qualifying exam results to Selected agency	CIL	01 day from receipt of scores
3.	Design, development and testing of tailor-made software for registration of on-line applications including integration of payment gateway.	Selected agency	10 days from the issue of work order
4.	Testing/ feedback on the portal designed by Selected agency	CIL	07 days from handing over of test portal
5.	Operation of portal for online registration	Selected agency	30 days from opening of portal for registration
6.	Preparation and submission of provisional Merit list in the specified format	Selected agency	10 days from closing of registration
7.	Submission of hard copies of the application along with supporting documents to the subsidiary/CIL by agency	Selected agency	10 days
8.	Assisting CIL representatives in the scrutiny of the provisional merit list of candidates online as cited above with the enclosures uploaded by the candidates for determining the eligibility as per the criteria notified in the Advertisement or decided by CIL.	Selected agency & CIL	07 days
9.	Submission of final merit list in soft copy (non-editable form) as well as duly signed hard copy to the Authorized designated officials of CIL.	Selected agency	07 days from the date of receipt of revised provisional merit list from CIL

Process III

To design and make operational online portal to submit application with online payment of fees and will conduct online CBT by providing question papers and other facility at center in major cities and will provide consolidated list (merit list) of applicant in excel with their score in online CBT along with category wise list (Selection List) of selected candidates considering ratio of selection communicated by CIL. The agency will also submit hard copy of application with supporting documents uploaded by qualified candidates. In case of rejection of any candidate by CIL in selection list due to not meeting the criteria, the agency will provide the name/s of candidate in down the merit panel along with the hard copy of applications and documents in order of merit.

In the above case the following will be the approach and Methodology.

1. Selected agency will constitute a Project Implementation Team (PIT) for successful completion of the assignment, on receipt of work order.
2. Design and development of software as per the need & requirement of CIL for each category of post(s).
3. The trial and test of online application software and payment gateway shall take place at CIL Kolkata or as mutually decided by the company and selected agency.
4. Organize receipt of applications through online system within the prescribed time schedule, as finalized by CIL. The gateway of on-line system shall be opened for a period of 30 days (10.00 AM from starting date till 06.00 PM on the closing date), as mutually decided by Selected agency & CIL. The application fees shall be deposited by candidates through any nationalized bank, which are easily accessible for the candidates as decided by CIL. Selected agency shall facilitate for associating with the respective nationalised bank. The Project Implementation Team (PIT) of selected agency constituted for this purpose will be responsible for trial run and monitoring for the entire period of the portal to ensure hassle free and smooth running.
5. Registration process through online system shall provide a list of provisional candidates. It would be made clear in the Admit Card that candidature is provisional as per candidates' declaration and would be checked again and also verified from original certificate at the next stage by the employing organisation. The eligibility of candidates shall be checked and approved by CIL officials, as per their recruitment rules prior to issuing the joining/offer letter to the Candidates. The decision of CIL in this respect shall be final.
6. Registration of candidates through online mode will be done generally by following 02 steps by the candidates:
 - a) Applicants need to sign-up by selecting the post opted & filling personal details, contact details etc. correctly. After filling-up above details, candidates will receive Application Sequence Number (User ID) & Password on their registered e-mail & mobile number.
 - b) After re-login, the candidates will fill-up personal details, qualification details, and other relevant details of the eligibility criteria, upload and submit Photograph & Signature. The candidates will have the facility to submit the fee at real-time basis or after 24 hrs of submission of online application fee via Online Payment through Internet Banking /Debit/Credit Card only.

Instruction for filling-up of application will be made available on the CIL website for convenience of applicants.

7. Selected agency shall arrange to reply promptly to the candidates' queries through help desk.
8. On approval of CIL, the intimation regarding admit card shall be sent to candidates in respective email addresses. The admit card will be issued under the authorized signature of the CIL.
9. Selected agency shall also provide the facility of e-admit card by providing a link to CIL website so as to enable candidates to download their e-admit cards. The e-admit cards shall depict photograph and scanned signature of the candidate, date of birth, name of the post applied for, date/time of examination and also the name and address of examination centre.

10. Attendance Sheets with scanned photo & signature of the candidates prepared and handed over to examination centres, a day in advance for matching photograph & signature of the candidates by the invigilator during the conduct of examination so as to ensure that legitimate candidates are allowed to appear in the examination.
11. CIL shall provide subjects, syllabus, no. of questions, difficulty levels, etc. in a laid down template of item Requirement Details (IRD) to implement in the question paper prepared by Agency. Services of eminent subject matter experts in the relevant disciplines shall be availed by agency for preparation of relevant question papers for each advertised post. The services of moderators and translators would also be used for moderation and translation of question papers for each advertised post. The finalised set / sets of question papers shall be used for computer-based test for each advertised post. Each examination is treated as fresh and battery of question papers are set afresh according to the requirement of the assignment.
12. Selected agency shall make arrangements for identifying online examination centres at mutually agreed cities/places all over India, with sufficient trained manpower: Exam Centre Administrator, IT Manager, Invigilators, Observers, Support Staff, etc. at each exam centre. Offices of selected agency must not be considered for Test Centres. Internal training facilities or other infrastructures especially for conducting online examinations may be used. All examination centres should be with proper Fire Safety, Power Back up and with sitting capacity of at least 200 candidates, Elevator. In case of any accident etc. at Centre, the selected agency will have to bear the liability if any and CIL will not take any responsibility.
13. The selected agency shall identify required Exam Centre across India ensuring that 5% of the Systems are available per shift i.e. For example if 100 systems are going to be used, the centre shall have 105 systems available per shift. The agency should have a contingency plan for student management/ shifting in case of any emergency.
14. Facilitation Counter shall be opened in each main city of examination (subject to approval of CIL), one day prior to the date of examination to redress grievances of candidates, if any, regarding issues of admit cards. Ensuring complete and comprehensive mock drill to be carried out one day before the exam in the presence of Company's representative(s) and providing successful test certificate to the effect that complete hardware and software including LAN connectivity is working without any technical glitches and bugs and all the backup facilities including ACs, Power backups, etc. are in place.
15. Selected agency shall provide stationery such as blank paper sheets to the candidates as per the requirement.
16. Selected agency shall depute its representative(s) for providing assistance at Facilitation Counter at main city of examination and also conduct of examination at all Centres in each city. The computer-based test shall be conducted in 02/03 sessions per day covering Saturday & Sunday or on week days (subject to receipt of larger number of applications) under the overall supervision of centre administrator and in the presence of representatives of selected agency.
17. Required servers for a centre will be provided for assured performance. Additional equivalent and suitable servers for back up and mirror servers will also be

provided to maintain audit trails of all activities of candidates during the course of examination.

18. Selected agency will arrange to provide appropriate security management processes i.e. Physical Security, Information Security, Server Security and Network Security at all the examination centres to maintain the sanctity of the examination including arrangement of security personnel other than the local police at the centres. Selected agency shall arrange to handover/submit to the Area Police Station of individual examination centre for deployment of police personnel at examination centre for safe and secure conduct of Computer Based Test (CBT). Selected agency shall co-ordinate and handle all such matters pertaining thereto, including bearing payment of charges applicable etc. if any.
19. Biometric identity will be captured through finger prints/photograph and CCTV surveillance will also be provided during the examination. Jammers will be provided for ensuring additional security.
20. Selected agency will prepare and provide Standard Operating Procedure (SOP) to all the examination centres for all processes for safe and secured conduct of computer-based test along with rules for contingency and exception handling/emergency procedures.
21. Selected agency will arrange to monitor the computer-based test process through a live command centre to be set up at either at selected agency office or at CIL, Kolkata.
22. The computer-based test shall be conducted on the scheduled date(s) under the overall supervision of Exam Centre Administrator and in the presence of selected agency's observers.
23. The examination will be computer based with the questions being provided on screen on a random basis with multiple choice questions with one correct answer, without any manual intervention. It shall be bilingual (English & Hindi) and various set system will be used where all the question papers will have same questions and options arranged in different sequence. Complete security of the content created will be with the bidder. If any leakage of question paper occurs the sole responsibility will be of the Bidder.
24. Selected agency shall utilise 256-bit encryption for transfer of question papers from main server to examination servers. It shall make arrangements for soft copies of encrypted bilingual question paper sets for each centre not before 30 minutes prior to the start of examination in prescribed format and same should be assessed in presence of CIL Corporate observer/observer of the agency.
25. Ensuring full proof data security, data transfer and physical security inside Test/Exam venues. The right to update data or access to data base server should not be available with Site Supervisor.
26. Ensuring that the keyboard and other hardware available to the candidate during the test such as Ports, CD/DVD etc. have been disabled except for the hardware required for marking the responses. Providing Jammer facility.
27. Ensuring that all the terminals and the Servers including backups would be Virus free/properly secured and certificate to this effect to be provided before start of the Test.

28. Sufficient time will be allotted for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
29. Selected agency will ensure continuous mapping of candidate's details including biometric identity (thumb impression/photograph) at exam centre. Machine/seat allocation and handling of security parameters will be finalized a day before the exam. Validation and verification of identity of candidates will be done before the start of exam. Attendance and biometric (photograph/thumb impression) will be captured before the start of the exam. This can be used by CIL for later authentication purposes.
30. Providing adequate number of Invigilators as per industry norms, Technical staff, Supervisors and conducting examination in fair manner.
31. Agency will be responsible for making arrangements for physically handicapped (Orthopedically handicapped, visually impaired, Hearing impaired & Other PwD) candidates on the centres wherever required. The details of centres where this facility is required will be informed to agency well in advance. However, the firm has to indicate at least one PH friendly venue at each centre with following facilities:
 - a) Providing venues for PH candidates at each centre with disabled friendly environment preferable on ground floor.
 - b) Well connected and easily accessible from all parts of city.
 - c) Accessible facilities s.a. hand rails, ramps with low floor stairs.
 - d) Appropriate signage
 - e) Available clean toilets
 - f) Wheel chair facility
32. The selected agency shall ensure suitable drinking water and separate toilet facilities for both male and female at each examination centre and also ensure availability of proper security/frisking at examination centres. Separated frisking facility for female candidates. Only female staffs will frisk the female candidates.
33. At the end of the exam, data regarding candidate response and audit trails on secured channel from local server to Central server of agency shall be transferred at the close of the exam to the main server.
34. Selected agency shall undertake all the activities relating to preparation of results by applying the answer keys to the responses made by candidates.
35. For every correct answer, one mark shall be awarded. No marks will be awarded for un-attempted questions. There is no negative marking for wrong answer attempted by the candidates. This shall be implemented unless CIL recommends a specific change. Question Paper will be objective type multiple choice consisting of 200 questions and carrying 200 marks. Online Exam will be of 03 hours (180 minutes) duration. (1) The Question Paper will be divided into two: Paper-I - General Knowledge/ Awareness/ Reasoning/ General English (100 marks). Paper-II- Professional Knowledge (discipline) related (100 marks). The final merit list will be based on the performance of the candidate in CBT.
36. In case of tie (i.e. where the same marks have been scored by the candidates in the online test), candidates scoring higher percentage of marks/CGPA in

minimum eligible qualification will be placed higher in the merit list. Still in case of tie, the candidate who is senior in Age (i.e. candidate having earlier date of birth) shall be kept at higher rank in the Merit List respectively. However, the decision of CIL in this regard shall be final and binding.

37. In case of multiple shifts, moderation/normalization formula as internally approved by selected agency shall be adopted unless CIL recommends a specific change.
38. Objection Management link shall be hoisted on CIL website by selected agency after the conduct of CBT inviting concerns of the candidates related to questions and answer keys of the examination if any. Selected agency will keep the portal open for 7 days after the examination to receive the representation of the candidates in respect of the answer keys. After receipt of the representation of the candidate, the bidder will upload final answer key within 10 days of closure of the representation window.
39. For compilation of marks secured by the candidate(s) in different tests for preparing merit list for each advertised post, selected agency shall provide hard and soft copies of the CBT results to the CIL.
40. The CBT results will be submitted in Soft Copy non-editable form as well as duly signed Hard Copy to the authorized designated officials of CIL as per the format given by the CIL.

Table- 1 General Time Schedule for Recruitment Assignments

Sl. No.	Activities	Tentative Schedule (in days)
01	Receipt of the work order along with final advertisement, approved IRD along with syllabus and scheme of examination	01
02	Design, development & testing of software for registration of on-line applications. (<i>The complete and final advertisement text is to be handed over to Selected agency 21 days prior to its publication for finalizing the software</i>)	21
03	i) Duration of gateway for on-line registration of Applications	30
	ii) Preparation of question paper based on information submitted by CIL for the advertised post, moderation and translation of QPs.	
	iii) Identification and fixation of computer-based test/online examination centres.	
04	Finalization of data and generation of roll range of the candidates for each city and centre.	07
05	i) Dispatch of admit card through email and hosting in CIL's website	21
	ii) Preparation of soft copies of encrypted QPs for computer-based test/examination.	
06	Setting-up of facilitation counter one day prior to the examination for issuance of duplicate admit cards and also address the grievances of candidates, if any.	01
07	Conduct of computer-based test/examination in the cities as per the advertisement released by CIL or as mutually decided by Selected agency and CIL	03

08	<i>Objection Management:</i> Notice in CIL's website inviting concerns of the candidates related to questions and answers keys of the examination, if any.	07
09	Review of Objections of questions and answer keys, if any, from the candidates	15
10	Preparation and submission of Provisional Merit list on the basis of CBT score in the specified format	10 days from the date of completion of review of objections
11	Assisting CIL representative in the scrutiny of the provisional Merit list of candidates as cited above with the enclosures uploaded by the candidates for determining the eligibility as per the criteria notified in the Advertisement or decided by CIL	07
12	Submission of final merit in soft copy (non-editable form) as well as duly signed Hard Copy to the Authorised designated officials of CIL	07 days

Process IV: CBT for Departmental candidates only

To design and make operational online portal to submit application by the departmental candidates(CIL Employee) and conduct online CBT by providing question papers and other facility at subsidiary Hqrs and Kolkata or any other city mutually agreed by Agency and CIL. The agency will provide consolidated list of applicants in excel with their score in online CBT.

In the above case the following will be the approach and Methodology.

1. Selected agency will constitute a Project Implementation Team (PIT) for successful completion of the assignment, on receipt of work order.
2. Design and development of software as per the need & requirement of CIL for each category of post(s).
3. The trial and test of online application software and payment gateway shall take place at selected agency CIL Kolkata or any place as mutually agreed upon by both i.e. CIL and agency.
4. Organize receipt of applications through online system within the prescribed time schedule, as finalized by CIL. The gateway of on-line system shall be opened for a period of 30 days (10.00 AM from starting date till 06.00 PM on the closing date), as mutually decided by Selected agency & CIL. The Project Implementation Team (PIT) of selected agency constituted for this purpose will be responsible for trial run and monitoring for the entire period of the portal to ensure hassle free and smooth running.
5. Registration of candidates through online mode generally will be done by following 02 steps by the candidates:
 - a) Applicants need to sign-up by selecting the post opted & filling personal details, contact details etc. correctly. After filling-up above details, candidates will receive Application Sequence Number (User ID) & Password on their registered e-mail & mobile number.

- b) After re-login, the candidates will fill-up personal details, qualification details, and other relevant details of the eligibility criteria, upload and submit Photograph & Signature.

Instruction for filling-up of application will be made available on the CIL website for convenience of applicants.

6. CIL will give the list of eligible candidate against whose name the Admit Card will be issued and shared with the candidate. The decision of CIL in this respect shall be final.
7. Selected agency shall arrange to reply promptly to the candidates' queries through help desk.
8. On approval of CIL, the intimation regarding admit card shall be sent to candidates in respective email addresses. The admit card will be issued under the authorized signature of the CIL.
9. Selected agency shall also provide the facility of e-admit card by providing a link to CIL website so as to enable candidates to download their e-admit cards. The e-admit cards shall depict photograph and scanned signature of the candidate, date of birth, name of post applied for, date/time of examination and also name and address of examination centre.
10. Attendance Sheets with scanned photo & signature of the candidates prepared and handed over to examination centres, a day in advance for matching photograph & signature of the candidates by the invigilator during the conduct of examination so as to ensure that legitimate candidates are allowed to appear in the examination. Attendance sheets & Bio-metric/Iris matching so as to ensure that only the right candidate is allowed to appear for the examination.
11. CIL shall provide subjects, syllabus, no. of questions, difficulty levels, etc. in a laid down template of item Requirement Details (IRD) So, securely install and implement question paper prepared by Agency. Services of eminent subject matter experts in the relevant disciplines shall be availed for preparation of relevant question papers for each advertised post. The services of moderators and translators would also be used for moderation and translation of question papers for each advertised post. The finalised set / sets of question papers shall be used for computer-based test for each advertised post. Each examination is treated as fresh and battery of question papers are set afresh according to the requirement of the assignment.
12. Selected agency shall make arrangements for identifying online examination centres at mutually agreed cities/places all over India, with sufficient trained manpower: Exam Centre Administrator, IT Manager, Invigilators, Observers, Support Staff, etc. at each exam centre. Offices of selected agency must not be considered for Test Centres. Internal training facilities or other infrastructures especially for conducting online examinations may be used. All examination centres should be with proper Fire Safety, Power Back up and with sitting capacity of at least 200 candidates, Elevator. In case of any accident etc. at Centre, the selected agency will have to bear the liability if any and CIL will not take any responsibility.
13. The selected agency shall identify required Exam Centre across India ensuring that 5% of the Systems are available per shift i.e. For example if 100 systems are going to be used, the centre shall have 105 systems available per shift. The

agency should have a contingency plan for student management/ shifting in case of any emergency.

14. Facilitation Counter shall be opened at each centre (*subject to approval of CIL*), one day prior to the date of examination to redress grievances of candidates, if any, regarding the issues of admit cards. Ensuring complete and comprehensive mock drill to be carried out one day before the exam in the presence of Company's representative(s) and providing successful test certificate to the effect that complete hardware and software including LAN connectivity is working without any technical glitches and bugs and all the backup facilities including ACs, Power backups, etc. are in place.
15. Selected agency shall provide stationery such as blank paper sheets to the candidates as per the requirement.
16. Selected agency shall depute its representative(s) for providing assistance at Facilitation Counter at main city of examination and also conduct of examination at all Centres in each city. The computer-based test shall be conducted in 02/03 sessions per day covering Saturday & Sunday or on week days (*subject to receipt of larger number of applications*) under the overall supervision of centre administrator and in the presence of representatives of selected agency.
17. Required servers for a centre will be provided for assured performance. Additional equivalent and suitable servers for back up and mirror servers will also be provided to maintain audit trails of all activities of candidates during the course of examination.
18. Selected agency will arrange to provide appropriate security management processes i.e. Physical Security, Information Security, Server Security and Network Security at all the examination centres to maintain the sanctity of the examination including arrangement of security personnel other than the local police at the centres. Selected agency shall write to the Area Police Station of individual examination centre for deployment of police personnel at examination centre for safe and secure conduct of Computer Based Test (CBT). Selected agency shall co-ordinate and handle all such matters pertaining thereto, including bearing payment of charges applicable etc. if any.
19. Biometric identity will be captured through finger prints/photograph and CCTV surveillance will also be provided during the examination. Jammers will be provided for ensuring additional security.
20. Selected agency will prepare and provide Standard Operating Procedure (SOP) to all the examination centres for all processes for safe and secured conduct of computer-based test along with rules for contingency and exception handling/emergency procedures.
21. Selected agency will arrange to monitor the computer-based test process through a live command centre to be set up at either at selected agency or at CIL, Kolkata. It is recommended that a suitable CIL representative or team is deputed to the Centre to witness the proceedings.
22. The computer-based test shall be conducted on the scheduled date(s) under the overall supervision of Exam Centre Administrator and in the presence of selected agency's observers.

23. The examination will be computer based with the questions being provided on screen on a random basis with multiple choice questions with one correct answer, without any manual intervention. It shall be bilingual (English & Hindi) and various set system will be used where all the question papers will have same questions and options arranged in different sequence. Complete security of the content created will be with the bidder. If any leakage of question paper occurs the sole responsibility will be of the Bidder.
24. Selected agency shall utilise 256-bit encryption for transfer of question papers from main server to examination servers. It shall make arrangements for soft copies of encrypted bilingual question paper sets for each centre not before 30 minutes prior to the start of examination in prescribed format and same should be assessed in presence of CIL Corporate observer/observer of the agency.
25. Ensuring fool proof data security, data transfer and physical security inside Test/Exam venues. The right to update data or access to data base server should not be available with Site Supervisor.
26. Ensuring that the keyboard and other hardware available to the candidate during the test such as Ports, CD/DVD etc. have been disabled except for the hardware required for marking the responses. Providing Jammer facility.
27. Ensuring that all the terminals and the Servers including backups would be Virus free/properly secured and certificate to this effect to be provided before start of the Test.
28. Sufficient time will be allotted for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
29. Selected agency will ensure continuous mapping of candidate's details including biometric identity (thumb impression/photograph) at exam centre. Machine/seat allocation and handling of security parameters will be finalized a day before the exam. Validation and verification of identity of candidates will be done before the start of exam. Attendance and biometric (photograph/thumb impression) will be captured before the start of the exam after the completion of examination. This can be used by CIL for later authentication purposes.
30. Agency will be responsible for making arrangements for physically handicapped (Orthopedically handicapped, visually impaired, Hearing impaired & other PwD candidates) candidates as per the requirements of the CIL on the centres wherever required. The details of centres where this facility is required will be informed to agency well in advance. However, the firm has to indicate at least one PH friendly venue at each centre with following facilities:
 - a) Providing venues for PH candidates at each centre with disabled friendly environment preferable on ground floor.
 - b) Well connected and easily accessible from all parts of city.
 - c) Accessible facilities s.a. hand rails, ramps with low floor stairs.
 - d) Appropriate signage
 - e) Available clean toilets
 - f) Wheel chair facility

31. The selected agency shall ensure suitable drinking water and separate toilet facilities for both male and female at each examination centre and also ensure availability of proper security/frisking at examination centres. Separated frisking facility for female candidates. Only female staffs will frisk the female candidates.
32. In case interview is incorporated at any stage, then as per the cut off list/criteria given by CIL, candidates shall be shortlisted based on vacancies for the interview. The interview letter will be sent through electronic mode at registered email-id to the shortlisted candidates under the scanned authorized signatory of CIL. Downloading facility for this shall be provided by selected agency.
33. At the end of the exam, data regarding candidate response and audit trails on secured channel from local server to Central server shall be transferred at the close of the exam to the main server.
34. Selected agency shall undertake all the activities relating to preparation of results by applying the answer keys to the responses made by candidates.
35. For every correct answer, one mark shall be awarded. No marks will be awarded for un-attempted questions. This shall be implemented unless CIL recommends a specific change. Question Paper will be objective type multiple choice consisting of 200 questions and carrying 200 marks. Online Exam will be of 03 hours (180 minutes) duration. (1) The Question Paper will be divided into two: Paper-1- General Knowledge/ Awareness/ Reasoning/ General English (100 marks). Paper-II- Professional Knowledge (discipline) related (100 marks). The final merit list will be based on the performance of the candidate in CBT and interview as per the format provided by CIL.
41. In case of tie (i.e. where the same marks have been scored by the candidates in the online test), candidates scoring higher percentage of marks/CGPA in minimum eligible qualification will be placed higher in the merit list. Still in case of tie, the candidate who is senior in Age (i.e. candidate having earlier date of birth) shall be kept at higher rank in the Merit List respectively. However, the decision of CIL in this regard shall be final and binding.
36. In case of multiple shifts, moderation/normalization formula as internally approved by selected agency shall be adopted unless CIL recommends a specific change.
37. Objection Management link shall be hoisted on CIL website by selected agency after the conduct of CBT inviting concerns of the candidates related to questions and answer keys of the examination if any. Selected agency will keep the portal open for 7 days after the examination to receive the representation of the candidates in respect of the answer keys. After receipt of the representation of the candidate, the bidder will upload final answer key within 10 days of closure of the representation window.
38. For compilation of marks secured by the candidate(s) in different tests for preparing merit list for each advertised post, selected agency shall provide hard and soft copies of the CBT results to the CIL.
39. The CBT results will be submitted in Soft Copy non-editable form as well as duly signed Hard Copy to the authorized designated officials of CIL as per the format given by the CIL.

Table- 1 Time Schedule for the activity undertaken:

Sl. No.	Activities	Tentative Schedule (in days)
01	Receipt of the work order along with final advertisement, approved IRD along with syllabus and scheme of examination	01
02	Design, development & testing of software for registration of on-line applications. (<i>The complete and final advertisement text is to be handed over to Selected agency 21 days prior to its publication for finalizing the software</i>)	21
03	iv) Duration of gateway for on-line registration of Applications	30
	v) Preparation of question paper based on information submitted by CIL for the advertised post, moderation and translation of QPs.	
	vi) Identification and fixation of computer-based test/online examination centres.	
04	Finalization of data and generation of roll range of the candidates for each city and centre.	07
05	i) Intimation of admit card through email and hosting in CIL's website	21
	ii) Preparation of soft copies of encrypted QPs for computer-based test/examination.	
06	Setting-up of facilitation counter one day prior to the examination for issuance of duplicate admit cards and also address the grievances of candidates, if any.	01
07	Conduct of computer-based test/examination in the cities as per the advertisement released by CIL or as mutually decided by Selected agency and CIL	03
08	<i>Objection Management:</i> Notice in CIL's website inviting concerns of the candidates related to questions and answers keys of the examination, if any.	07
09	Review of Objections of questions and answer keys, if any, from the candidates	15
10	Preparation and submission of Provisional Merit list on the basis of CBT score in the specified format	10 days from the date of completion of review of objections

Common Methodology applicable for all Activities:

1. On completion of the project, Selected agency shall preserve attendance sheets/admit cards, other exam materials such as audit trails, candidate data including biometric data, application PDF, CCTV recording and relevant documents for submission to CIL on requisition.
2. Selected agency shall not disclose its name or identity or any sensitive matter regarding the subject assignment to any public/candidate/press or any other person.

3. In case any additional activity is unavoidable for conduct of examination/smooth operation of the project and not covered under the scope of services of Selected agency but is required to be performed for smooth conduct of examination/in the interests of the project, in such a situation, Selected agency shall carry out such activity in the interest of the project with specific approval from CIL. CIL will consider payment of such activity performed by selected agency at a charge arrived at after mutual discussions. Similarly in case if for any selection process interview has to be conducted the selected agency on request of the Company may issue interview letter to the candidates selected for interview and prepare the final merit list adding the interview score provided by the company for which CIL will consider payment of such activity performed by selected agency at a charge arrived at after mutual discussions
4. Selected agency shall avoid any conflict of interest while discharging contractual obligation and bring before-hand any possible instance of conflict of interest to the knowledge of employer/client while rendering any advice or service.
5. Selected agency shall confirm whether they are awarding the proposed work to any other Agency, if so, whether those Agencies are being engaged through competitive tendering mechanisms or not.

A. Proposed Schedule & Scheme of Examination

The Scheme of Examination will be as per the provisions (Guideline and Recruitment Rules) of CIL as to be communicated to selected agency for each assignment awarded to agency. In case of large number of applications received for any category of posts, as mutually agreed between CIL and Agency, the CBT shall be held on week days (Monday to Friday) in addition to weekend (Saturday & Sunday).

However, agreed time schedule for each assignment are subject to following conditions:

- a) Day One commences on receipt of work order, final advertisement, approved IRD along with syllabus and scheme of examination.
- b) The period of time schedule may undergo change depending upon the registered number of applications and availability of adequate number of examination centres.
- c) The projected time schedule envisaged might change due to any unforeseen circumstances beyond the control of selected agency.

B. Time Schedule for Online Testing Project

Time Schedule for the conduct of computer-based test and Subsequent tests/and Assessment services, if required, will be as per the specific proposal of each Assignment as communicated by authorized official of CIL:

Note:

- The date of start of assignment shall be reckoned from the date of receipt of work order along with final advertisement, approved IRD along with syllabus and scheme of examination from CIL.
- Setting up, moderation and translation of question papers takes minimum 60 days and is done parallel to other pre-examination activities.
- The components of time schedule are only recommendatory and subject to confirmation by CIL.
- The period of time-schedule may undergo change depending upon the registered number of applications and availability of adequate number of examination centres.
- The projected time schedule envisaged might change due to any unforeseen circumstances beyond the control of selected agency.

- After confirmation of examination dates, any change/postponement of examination/cancellation of examination or at any stage of the process by CIL, actual expenditure incurred towards pre-examination activity, question paper preparation, centre booking, etc. shall be borne by CIL till that stage of the activity.

The Basic activities which are included in the Pre-Examination/Examination Related / Post Examination Activities cited in the table above are as under:

- A. Pre-examination activities:** Designing, development, testing, installation of the software, data storage, data compilation, bandwidth and other installation required based on estimated number of candidates for each assignment; fee payment by the candidates, generation of reports for eligible and ineligible candidates with reasons of rejection; identification of centres, generation of roll range, assignment of candidates to centres, design and release of e-admit cards; help-desk facility for resolving queries of candidates.
- B. Examination related activities:** Complete work relating to conduct of online examination including confidential content preparation, test delivery, centre management by deputing at least one centre head, IT Managers, Invigilators, Support Staff, Security and other arrangement in each examination including all facilities like main server, back-up server in each centre connected to centre server, LAN, Internet, Generator / power back up, Biometric identification through thumb impression/photograph, CCTV surveillance & recording, all types of data & Information security etc. for conducting computer based exam in a secure, safe and smooth manner across the country.
- C. Post Examination activities:** Work relating to processing, preparation and providing of online test result and providing of merit lists for all categories, data base and various reports and any other activity related to examination work as per the detailed scope of work and terms and conditions.

RISK and MITIGATION:

In case of any onto situation the following measures may be take. The risk and mitigation plan is given below:

Sl.No	Risk	Existing Measures	Mitigation Plan
1.	Question paper leakage or accessed by unauthorized Person/entity during or prior to the examination.	Question paper should be encrypted and should be securely downloaded in candidates' system.	In case, leakage of question paper is prior to the examination, multiple sets of Question paper will be prepared by the Agency with secured encryption. In such cases, different question paper will have to be finalized by agency. In case, the leakage of question paper is reported during the conduct of examination/ prior to the examination, the Agency will re-schedule the exam with mutual agreement of CIL. No payment for the re-exam will be made by CIL to the Agency.

2.	Examination System Stops Functioning during examination for some time in a single centre or all the centers	Mock test run of the examination system shall be conducted prior to day of examination.	To provide extra time (time extended by the exact duration for which the exam was stopped) without allowing the candidates to leave the examination hall.
3.	If the main system stops functioning during the conduct of examination and half or more than half period of examination is over.	Mock test run of the examination system shall be conducted prior to day of examination.	The agency will either resume the exam or reschedule the exam with the approval of CIL with new question paper. No payment for the retest will be made by CIL to the agency.
4.	If the examination at any center or some of the centers could not be conducted and the total examination is cancelled for reasons directly or indirectly attributable to the agency.	Mock test run of the examination system shall be conducted prior to day of examination.	Provision of backup or spare center will be made available by the agency. No payment for the backup or spare center will be made by CIL. The date of examination will be decided by agency in consultation with CIL.
5.	If the examination could not be conducted due to Force Majeure during the exam.	The agency shall have a contingency plan for candidate management/shifting in case of any emergency.	Provision of backup or spare center will be made available by the agency. The agency will reschedule the examination with new question paper with the approval of CIL. No payment for the backup or spare center will be made by CIL.

Obligation, Approach and Methodology of CIL

1. CIL shall issue work order to selected agency indicating the approval of the project cost and the terms of payment.
2. CIL shall nominate a Nodal Officer to coordinate with Agency's Project Implementation Team. The CIL nominated official will provide all relevant inputs and clarifications from time to time.
3. CIL shall provide subjects, syllabus, no. of questions, difficulty levels, etc. in a laid down template of item Requirement Details (IRD). The template shall be provided to CIL by selected agency. *IRD being a very important step for preparation of question paper, therefore, CIL needs to provide IRD promptly for finalisation of the examinations date.*
4. CIL shall finalize the advertisement for recruitment of specific category of posts, before finalization of online application software and shall release the advertisement in consultation with Agency's PIT. Since the software accepts only specified criteria & shall not accept the "equivalent qualification" parameter, as such CIL shall ensure that equivalent word is not used in the advertisement anywhere and advertisement is clear in all respects with regard to preparation of online application software.

5. The designated officials of CIL shall also provide their concurrence and approval of the contents of software and forms in writing. Once the contents of the software are approved by the CIL, no change at any stage shall be entertained normally.
6. The date for opening and closing of the gateway for registration of applications shall be mutually decided by the CIL and Agency.
7. It is recommended that CIL should depute at least one official/representative as Observer(s) to each examination centre. However, in case CIL decides otherwise, the same may be intimated. In case CIL deputes its official during the conduct of examination at examination centres then in such a case, the list of the nominated officials shall be provided to selected agency well in advance. The deputed CIL officials shall be required to sign a certificate along with selected agency representative/observer with regard to the commencement and successful conduct of computer-based test after completion of the examination, for record.
8. CIL shall authorize Selected agency in writing to generate one e-mail account on their behalf for intimation to candidates to download admit cards and attending the queries of the candidates through online mode.
9. CIL will provide the eligibility criteria for General/Unreserved and Reserved Categories, i.e., OBC, EWS, SC and ST and Sub-Categories, i.e., PWD, Ex-serviceman and Departmental Candidates, etc., and format for short-listing the candidates. Based on the CIL's criteria, the candidates will be shortlisted online and provisional admit cards will be sent to the shortlisted candidates through email, subject to final approval of CIL.
10. CIL may match the bio-metric thumb impression/photograph with that of the candidates at the time of document verification before final selection. Bio-Metric verification assistance shall be provided by Agency.
11. CIL being the employer shall appoint its designated officials for checking and verifying the documents/testimonials of the candidates at the time of document verification or before final selection to its entire satisfaction before issuing offer/joining letter to candidates. The decision of CIL shall only be taken and considered final and binding on the candidates since the applications from the candidates are invited online registration on CIL's behalf.
12. In case of any court case arising out of the complaint lodged by any candidate or any third party, selected agency will provide relevant inputs as available to CIL in addressing the matter. However, the cost incurred, towards litigation charges, attorney, etc. if any, would be borne by CIL.
13. As per nature of project, in case of CBT if a candidate files a legal case making the CIL a party, the CIL will take effective action to pre-empt such a move so that examination is not affected in any manner. In case, an injunction order is issued by any court for postponement of examination, the charges incurred by selected agency to the extent of activities completed & incidental expenses already incurred will be reimbursed to selected agency by CIL. In such, eventuality, the CIL shall reimburse the cost already incurred by selected agency on various activities viz. Modification & Testing of tailor-made software for receipt of applications, dispatch of admit cards, Centre management cost, setting up, moderation and translation of question papers and TA/DA of Selected agency Officials, etc.
14. As per nature of project, in case of GATE/any qualifying exam, if a candidate files a legal case making CIL a party, CIL will take effective action to pre-empt such a move so that GATE/qualifying exam score recruitment process is not affected in any manner.

In case, an injunction order is issued by any court for postponement of this recruitment process, the charges incurred by selected agency to the extent of activities completed & incidental expenses already incurred will be reimbursed to selected agency by CIL. In such, eventuality, the CIL shall reimburse the cost already incurred by selected agency on various activities viz. Modification & Testing of tailor-made software for receipt of applications etc.

15. CIL shall release the instalments as per the payment stages against submission of Invoice by Agency. CIL shall verify the invoice for errors and omissions, if any, and send back the invoice for corrections. CIL shall process the error free invoices for settlement of payments.
16. CIL shall not deduct any amount from the error free invoices submitted by selected agency except statutory deductions viz. Tax Deduction at Source (TDS).
17. Subject to provisions of RTI Act, 2005, CIL shall process & finalize all cases pertaining to RTI Act in connection with the subject recruitment process. However, Selected agency shall provide necessary information/clarification as available to CIL, if required, under third party obligations under RTI Act 2005 to the CIL till 3 (Three) months after conclusion of the recruitment activity entrusted.
18. In case of GATE/other qualifying exam, on completion of the project, on written intimation from agency in this regard, CIL shall take delivery of the Hard copies of provisional and final Merit Lists and soft copies of other relevant documents within 30 days from the date of submission of Final Merit list/completion of the particular Recruitment activity awarded to agency.
19. In case of CBT, on completion of the project, on written intimation from selected agency in this regard, CIL shall take delivery of the result and hardcopies of attendance sheets and soft-copies of other relevant documents within 30 days from the date of submission of CBT result or completion of the particular Recruitment Activity awarded to selected agency. In case, the examination material is not taken over by CIL, within 30 days from the date of submission of result/ completion of the particular Recruitment Activity awarded to selected agency and written communication in this regard. Selected agency shall not be responsible for the loss/damage of examination material in any manner whatsoever & shall have the right to dispose them off, as deemed fit, after giving 15 days' notice to CIL.

Note:

- i) After confirmation of examination dates, any change/postponement of examination schedule due to the decision taken by CIL, actual expenditure incurred towards pre-examination activity, question paper preparation, centre booking, etc. shall be borne by CIL.

BOQ (Price Break up)

SI No.	Process	Activities	Rate per candidate to be Quoted (Rs.) (A)	Tentative No. of Candidates per process (B)	Expected frequency of the activity in 3 (three) years (C)	Total Price (A* B*C) (Rs.) (D)	Remarks
1	Lateral Recruitment	As per Scope of Work		10,000	1		The process is expected to be done once in the period of 3 years.
2	Recruitment done based on GATE/NET/other qualifying Examination Score	As per Scope of Work		10,000	3		The process is expected to be done thrice i.e. every year in the span of 3 years.
3	Direct Recruitment of MTs through Computer Based Test	As per Scope of Work		25,202	2		1. 8 disciplines were notified in CBT-2022, similarly the same no. of disciplines is considered for estimation. 2.The process of CBT is expected to be done twice in the span of three (03) years.
4	Departmental Promotion/ Selection of internal candidates through Computer Based Test	As per Scope of Work		1,331	2		1.Total 1331 applications are received in the undergoing Departmental process for 16 disciplines. 2.The process of departmental CBT is expected to be done twice in the span of three (03) years.
Grand Total							

Note: i) The rates are exclusive of GST.

ii) The Minimum Guaranteed Benefit Candidates is 10,000 for process1 & 2.

iii) Price Break Up is to be provided by the bidder in pdf format in Financial Bid only. If bidder uploads this price breakup details in Technical Bid, the bid of the bidder shall be rejected.

iv) Payment will be as per the terms of payment in SLA.

v) Amount mentioned in above grand total and amount mentioned in GeM portal should be same.

vi) In case of discrepancy the amount mentioned in GeM Portal will take precedence.