

1. SCOPE OF BIDDER

The Coal India Limited (referred to as Employer in these documents) invites bids for the work as mentioned in the Bid Document / Scope of work. The Bidders should submit bid for the whole work mentioned in the Bid Document / Scope of work.

2. ELIGIBLE BIDDERS

- a. The invitation for bid is open to all Bidders including ~~an Individual, Proprietorship firm, Partnership firm, a~~ Company registered under Companies Act or ~~any other legal entity registered in India~~ LPP registered under LLP 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.
- b. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

3. ELIGIBILITY CRITERIA OF THE BIDDER

Eligibility criteria to qualify for award of the contract:

a. EMD/Bid Security:

- i. The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money as deliberated below:
- Since this REoI is for the purpose of empanelment only, and award of work will take place at the stage of floating of Limited Tender Enquiry, no EMD is to be furnished for the purpose of this REoI.

Sl. No.	Parameter:	Eligibility Criteria	Information to be furnished by bidder in Bid Submission Confirmation Sheet	Scanned copy of documents, to be uploaded by the bidder, in support of information/declaration furnished by the bidders against Eligibility Criteria as Confirmatory Documents	Remarks
b.	Bid Submission Confirmation Sheet		Bidders are required to submit the duly filled Bid Submission Confirmation Sheet in .pdf format under Section "Bid Confirmation Sheet for Technical Evaluation". The bid submission confirmation sheet will be 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 (BSC) Sheet or if BSC is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as nonresponsive and is liable for rejection.
c.	Consulting Experience	The bidder must have a consultancy experience of minimum seven years. The period of seven years ending last day of month previous to the one in which bid	•No. of years of consultancy experience. •Start date, end date, work order and completion certificate of oldest completed project	The completion certificate of the oldest completed project relevant to mining consultancy will be used to determine the years of experience.	

		<u>applications are invited will be considered.</u>	<u>relevant to mining consultancy.</u>		
ed.	Work Experience	<p>The bidder should have successfully completed in its name at least one (1) work of similar nature valuing not less than 50 % of the estimated value of work put to Tender (inclusive of all taxes) during last 7 (seven) years, ending last day of month previous to the one in which bid applications are invited.</p> <p>It is to be noted that the experience of work actually completed by the bidder will be considered. If it is found that the furnished work experience or its part was actually sublet by the client to a third party, that experience or its part (as the case maybe) will not be considered.</p> <p>(Note: No relaxation in prior work experience will be given to start-ups/MSEs).</p>	<ul style="list-style-type: none"> Start date & end date of each qualifying experience (similar nature). Work Order Number/Agreement Number of each experience Name & address of Employer/Work Order Issuing authority of each experience Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a Joint Venture/ Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture/Consortium firm/ partnership firm will be considered against eligibility else it shall be taken as 100%). Executed Value of work against each experience. 	<p>For work experience, Bidders are required to submit work orders and satisfactory completion certificates issued by the client against the experience of similar work containing all the information as sought on-line.</p> <p>The completion certificate should contain completion date and reference to the work order.</p> <p>In case of non-availability of completion certificate, a separate certification from statutory auditor or Chartered Accountant registered with ICAI, of the applicant/Bidder for work value and completion date may also be considered, provided the statutory auditor explicitly states the date of completion and the total amount received including the final bill settlement for the specific work.</p>	<p>Similar nature of works shall mean:</p> <ul style="list-style-type: none"> Technical Consultancy Assignment completed in the Critical Mineral (as defined the Ministry of Mines in its June 2023 report) domain. <p>Note: The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.</p>

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e.	Annual Financial Turnover	<p>Minimum average annual turnover of at least 200% of the Estimated value, in last three years.</p> <p>(Note: No relaxation in prior turnover will be given to start-ups/MSEs).</p>	<ul style="list-style-type: none"> Annual turnover of the last 3 financial years ending 31st March of the previous financial year. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate. Membership Number of the CA. 	<p>Financial Turnover certificate with UDIN for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder through BSC.</p>
f.	Manpower Requirement	<p>The bidder must have on its rolls the qualified manpower as mentioned in clause 3(t) of this NIT.</p>	<p>Confirmation in the form of Yes/No for possessing the minimum required manpower along with supporting documents (Annexure VIII).</p>	<p>Bidders are required to furnish manpower details in Annexure VIII and Annexure VIIIA.</p>
fg.	Code of Integrity for Public Procurement (CIPP)		<p>Confirmation in the form of Yes/No for possessing the supporting documents</p>	<p>Bidders are required to accept the 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 issuance of Empanelment Order. In case of Partnership Firms all partners shall sign at the time of agreement. (Annexure-1)</p>

gh.	Public Procurement (Preference to Make in India) for "Local supplier".		Confirmation in the form of Yes/No for possessing the supporting documents	'Class-I Local Supplier' / 'Class- II Local Supplier' shall indicate the percentage of local content and provide self-certification that the services offered meets the local content requirement for Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. (Annexure-6)	
hi.	An Undertaking on their letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm), local supplier status of the Bidder etc. as per the format given in Annexure 6.		Confirmation in the form of Yes/No for possessing the supporting documents	Bidders are required to submit the duly filled Undertaking as per format given at Annexure 6.	
ij.	Legal Status of the Bidder	The Bidder should be Individual/ Proprietorship firm/ Partnership firm/ Company registered under Companies Act, or any legal entity registered in India.	Confirmation in the form of Yes/No for possessing the supporting documents	1. Any one of the following documents: <ul style="list-style-type: none"> • Affidavit or any other document to prove proprietorship/Individual Status of the Bidder. • Partnership deed/LLP Agreement (along with certificate of Incorporation in case of LLP) containing name of the partners. 	<u>The bidder should also highlight the relevant Provision in the Object Clause of the MoA or equivalent document for entities other than Companies registered under Companies Act, which qualifies the bidder for Technical</u>

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				<ul style="list-style-type: none"> Memorandum & Article of Association with certificate of Incorporation containing name of the Bidder. Any legal document proving the legal status of the entity registered in India. <p>And</p> <p>2. Board Resolution and Power of Attorney or any sort of legally acceptable document for the authority to submit the bid on behalf of the Bidder.</p>	<p><u>Consultancy assignments in Mining industry.</u></p> <p><u>In case, there is no mention of above provision in the MoA or equivalent document for entities other than Companies registered under Companies Act of the bidding company, the same has to be amended and submitted within 30 days post issuance of the empanelment order, if the bidder is selected for empanelment, failing which the bidder will be removed from empanelment list and may be debarred as per the Debarment guidelines of CL-</u></p>
१६.	Permanent Account Number (PAN)		Confirmation in the form of Yes/No for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India.	

	GST Registration	<p>The Bidder should be either:</p> <ul style="list-style-type: none"> • GST Registered Bidder under regular scheme or, • GST registered bidder under composition scheme or, • GST unregistered bidder 	Confirmation in the form of Yes/No for possessing the supporting documents	<p>The following documents depending upon the status w.r.to GST:</p> <ul style="list-style-type: none"> • Status: GST registered Bidder under regular scheme. • Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. • Status: GST Registered Bidder under composition scheme • Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. • 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. 	<ul style="list-style-type: none"> • If turnover of Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules. • 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. • 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.
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<p>4m.</p>	<p>Letter of Bid and Undertaking</p>		<p>Confirmation in the form of Yes/No for possessing the supporting documents</p>	<p>Annexure 4 and 5.</p>	<ul style="list-style-type: none"> • 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. • 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.
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4m. _____ Written Consent regarding Arbitration:

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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 –6 (Signed by all Partners of Partnership firm). For other category of Bidders acceptance of terms and condition through LOB complies this requirement.

P.O. 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 (**Please refer Appendix-2, for details**) 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.

P.D. 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.

P.G. Documents as required to comply with the Order No. P-45021/2/2017-PP (BE-II) for Make in India (as applicable) issued by Govt. of India as amended from time to time shall be submitted.

P.F. 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.

P.S. 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.

Note: 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.

t. Manpower Requirement: The bidder must have on its rolls, the following manpower:

Sl. No.	Designation	Minimum Qualification	Minimum Professional Experience (in Years)
1.	Project Manager	Bachelor's degree in Mining, Geology/Mineral/Metallurgy, or a related field.	15
2.	Geologist	Bachelor/Master's degree in Mining, Geology, or a related field	10
3.	Mining/Mineral/Metallurgy/Processing Expert	Bachelor's degree in Mining, Geology, or a related field	10
4.	Financial Analyst	Bachelor/Master's degree in Finance, Economics, or a related field	5

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		<u>or Professional certifications such as CFA/CA/CMA or related field</u>	
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4. Downloading bid document

- a. The Bidders will download the Bid documents from the website. 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.
- b. 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.

5. One Bid per Bidder

- a. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a Company registered under Companies Act or any other legal entity registered in India. 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.
- b. ~~Earnest Money deposited by defaulting Bidders, shall be forfeited and they shall be~~ Subsidiary/CIL HQ for a minimum period of 12 (twelve) months from the date of issue of such letter.
Note: - However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

6. Cost of Bidding

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

7. Content of Bidding Documents

The set of bidding documents comprises the documents listed below as issued online by the Employer and addenda issued in accordance with Clause 9:

- a. Scope of Work/Bill of Quantities,
- b. Additional Terms & Conditions (Instructions to Bidders),
- c. Service Level Agreement / Conditions of Contract,
- d. GeM GTC as linked in GeM Bid Document,
- e. ~~Forms of Securities and form of Article of Agreement,~~
- h.f. Other documents, if required.

8. Clarification of Bidding Document

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.

9. Corrigendum to Bid Document

Corrigendum shall be issued only in exceptional cases with the approval of competent authority.

10. Language of Bid

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

~~Bid Prices~~

~~Currencies of Bid and Payment~~

11. Bid Validity

- a. Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 16.
- b. 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.

12. Bid Security/Earnest Money Deposit:

Please refer Clause No. 3.1 (a) of ATC (ITB).

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 or any legal entity registered in India.
- 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 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 will be included in the GTE Template and shall be accepted by the Bidder during Bid submission.**
- e. 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.
- f. ~~The Bidder will have to make the payment of EMD / Bid Security through online mode only.~~
- g. For online submission of tender the Bidders will have to upload the following-
 - i. Letter of Bid
 - ii. ~~In case of EMD exemption, one more document in support of the claim of EMD exemption as specified in GeM bid document will have to be uploaded by the Bidder at specified folder.~~
 - **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.
 - ~~**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.~~

14. Deadline for Submission of Bids

- a. Bids shall be submitted online on the GeM Portal only.
- b. The Employer may extend the deadline for submission of Bids by issuing a Corrigendum in accordance with Clause 9, 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

- a. Bidder may modify / withdraw their bid before bid submission end date as per GeM Portal functionality.
- b. 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).~~

- c. 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 the generation of ~~GeM contract~~ Empanelment Order with the following provision of penal action:
- i. ~~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.~~
~~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:~~
 - 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.
 - Penal action against clauses above will be enforced from the date of issue of such order.

16. Opening of 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:

After opening of ~~Tender~~ tender/ Technical bid (as the case may be), it will be evaluated by the constituted Tender Committee. All bidders will be awarded a score out of 100, based on the furnished credentials.

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 empanelment.

b. Technical Evaluation by Tender Committee:

Technical Evaluation: (100 Marks)

Sl. No.	Criteria	Marks		Scoring Methodology	
		Max	Min.		
1.	<u>Years of Consulting Experience (Annexure-VII-A)</u>	25	20	<u>For 7 Years</u>	<u>20 Marks</u>
				<u>For 8 to 15 Years</u>	<u>22 Marks</u>
				<u>More than 15 Years</u>	<u>25 Marks</u>

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				<p>1. <u>For the purpose of evaluating consulting experience in Mining Projects, only the experience ending last day of month previous to the one in which bid applications are invited will be considered.</u></p> <p>2. <u>The completion certificate of the oldest completed project relevant to mining consultancy will be used to determine the years of experience</u></p>									
<u>2.</u>	<u>No. of Projects (Annexure - VII-B)</u>	<u>25</u>	<u>20</u>	<table border="1"> <tr> <td>For 1 Project</td> <td>20 Marks</td> </tr> <tr> <td>For 2-9 Projects</td> <td>22 Marks</td> </tr> <tr> <td>For More than 10 Projects</td> <td>25 Marks</td> </tr> </table> <p>Note:</p> <p>1. <u>For evaluation under this category, mining projects involving critical minerals (e.g., lithium, graphite, cobalt, rare earth elements) as defined by the Government of India will be considered.</u></p> <p>2. <u>For counting no. of project, a different activity or engagement with a clearly defined scope of work outlined in a formal contract, agreement, or work order will be considered. Each project must be different & independent in terms of objectives, deliverables, and outputs.</u></p> <p>3. <u>Repeat work under the same contract will not be considered a separate project unless it involves a distinctly new phase or scope.</u></p> <p>4. <u>Individual job/assignments that have been successfully completed and delivered to the satisfaction of the client will be counted as project.</u></p> <p>5. <u>Each project must be supported by verifiable evidence, such as completion certificate, contracts, reports, or other documentation supporting the project.</u></p>	For 1 Project	20 Marks	For 2-9 Projects	22 Marks	For More than 10 Projects	25 Marks			
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<u>3.</u>	<u>No. of Oversees Project (Annexure - VII-C)</u>	<u>10</u>	<u>0</u>	<table border="1"> <tr> <td>1-3 Projects</td> <td>5 Marks</td> </tr> <tr> <td>More than 3 Projects</td> <td>10 Marks</td> </tr> </table> <p>Note:</p> <p><u>Any assignment or project related to technical due diligence/Feasibility report of critical mineral conducted outside the geographical boundaries of India will be considered an overseas project.</u></p>	1-3 Projects	5 Marks	More than 3 Projects	10 Marks					
1-3 Projects	5 Marks												
More than 3 Projects	10 Marks												
<u>4.</u>	Team Members Qualification (20 Marks) Annexure VIII (A)												
				<table border="1"> <thead> <tr> <th><u>Educational Qualification</u></th> <th><u>Years of Professional Experience</u></th> <th><u>Marks</u></th> </tr> </thead> <tbody> <tr> <td>Bachelor's degree in Mining, Geology/Mineral/Met</td> <td>15</td> <td>3</td> </tr> <tr> <td></td> <td>16-20</td> <td>4</td> </tr> </tbody> </table>	<u>Educational Qualification</u>	<u>Years of Professional Experience</u>	<u>Marks</u>	Bachelor's degree in Mining, Geology/Mineral/Met	15	3		16-20	4
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	16-20	4											

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A.	Project Manager	5	3	allurgy, or a related field	More than 20 Years	5
				Masters/PhD degree in Mining, Geology/Mineral/Metallurgy, or a related field	15	4
B.	Geologist	5	3	Bachelor's degree in Mining, Geology, or a related field	10	3
				Master's degree in Mining, Geology, or a related field	11-20	4
				Masters/PhD degree in Mining, Geology, or a related field	More than 20 Years	5
C.	Mining/Mineral/Metallurgy/Processing	5	3	Bachelor's degree in Mining, Geology, or a related field	10	3
				Masters/PhD degree in Mining, Geology, or a related field	11-20	4
					More than 20 Years	5
					10	4
D.	Financial Analyst	5	3	Master's degree in Finance, Economics, or a related field or Professional certifications such as CFA/CA/CMA or related field	More than 10 Years	5
				Bachelor's in Finance, Economics, or a related field or Professional certifications such as CFA/CA/CMA or related field	5	3
					5-10	4
					10	4
					More than 10 Years	5
5.	Financial Strength (Max- 20 Marks) (Annexure XX & XX)					
A.	Annual Average Turnover for the last 3 Financial years FY 21-22 FY 22-23 FY 23-24	10	9	Criteria	Marks	
				₹1-10 Crores	9	
				Greater than ₹10 Crore	10	
B.	Net Worth	10	9	Till ₹5 Crore	9	
				₹5 crores and above	10	
Marks Total		100	70			

Note:

- CIL shall evaluate the technical proposal on the basis of Minimum

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Technical Criteria (qualification criteria) and the scoring methodology explained above.

- The cumulative score on technical evaluation should not be less than 70

<u>Sl. No.</u>	<u>Criteria</u>	<u>Minimum Marks</u>
1	<u>Years of Consulting Experience</u>	<u>20</u>
2	<u>No. of Projects</u>	<u>20</u>
3	<u>No. of Overseas Project</u>	<u>0</u>
4	<u>Team Members Qualification</u>	<u>12</u>
5	<u>Financial Strength</u>	<u>18</u>
<u>Total</u>		<u>70</u>

- Technical Evaluation will be done as per GeM Portal Conditions.
- No of Overseas Project
Any assignment or project related to technical due diligence/Feasibility report of critical mineral conducted outside the geographical boundaries of India will be considered an overseas project. Bidders having overseas experience will be awarded additional marks for the Technical Evaluation.

Note: This criterion is not mandatory for the Technical Evaluation. However, Bidders with experience in conducting due diligence on critical minerals overseas will be eligible for additional marks. The experience and no. of projects must be uploaded as in **Annexure – VII (C)** of the bid document
- The bidders who qualify in the technical evaluation as per scoring methodology above shall be eligible for Empanelment.
- The Tender Committee will recommend for issuance of “Letter of Empanelment” to the successful bidders after evaluating their technical eligibility based on the scanned documents uploaded by Consultant in support of the information furnished by them in Bid Submission Confirmation Sheet
- Ranking of Consultant: CIL may keep the scores secured by individual consultants in the above evaluation. These scores may or may not be used for award of work after floating of limited tender enquiry.

i. Evaluation of Work Experience:

- The Tender Committee shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the mentioned duration of seven years (please refer clause 3(d)).
- The Tender Committee shall calculate the value of each qualifying experience by adding 7% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the Bid Document has been published.
- The Tender Committee shall calculate the value of all qualifying experiences taken together for each Bidder and grade him as 'Eligible' if it meets the minimum requirements (50% of Annualized Value or estimated value whichever is less) or else as 'Ineligible'.
- The weightage of 7% every year will be on simple rate and will not be compounded

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on yearly basis for the purpose of calculating the value of each qualifying experience.

- In case the experience has been earned by the Bidder as an individual or proprietor of a Proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture / Consortium firm/Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture / Consortium firm/Partnership firm will be considered against eligibility.
- ii. Evaluation of Annual Financial Turnover:
- The Average annual financial turnover of last three financial years as certified by the CA ~~is~~ must be greater than or equal to the minimum requirement.
- c. 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.
- d. **Note:** 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.
- e. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents in the Bid Document.
- f. 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.
- g. In case the Bidder(s) submit(s) requisite documents online as per Bid Document, then the Bidder(s) will be considered eligible for opening of Price Bid Empanelment.
- h. 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 e-Procurement portal of GeM only.
- i. The verification of Document from source shall be done only in case of complaints received or on suspicion. This should be done either through speed post or through electronic communication. No anonymous/pseudonymous complaints shall be entertained.
- j. 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~~ the purpose of Empanelment.

~~After Technical evaluation of tender, the price bid of the eligible bidders 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).

l. The following clauses are applicable:

i. 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,

ii. Procurement Preference to Make in India,

iii. 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.

(Please refer Appendix-1 for details)

m. The Tender Committee will recommend for ~~award of work to the~~ Empanelment of successful Bidders 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, ~~and after evaluation of the reasonableness of L-1 rates.~~

n. After competent approval, the GeM Contract Letter for Empanelment in favour of the ~~L-1 Successful~~ Bidders will be issued and the scanned copy of the same shall be sent to the Bidder through email. The ~~contract generated on GeM portal~~ generation of Letter of Empanelment will conclude the tendering process.

18. Logical End of Online Created Tender:

- a. Any tender hosted on the GeM portal must be logically concluded i.e., either award or cancel.
- b. If ~~L-1 Eligible~~ Bidder backs out (i.e. Techno commercially established ~~L-1 Eligible~~ Bidder), ~~the EMD will be forfeited and~~ the Bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.
(However, debarment shall be done as per Guidelines on Debarment of firms from Bidding.)

19. Technical Clarification of Bids:

a. 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.

~~b.~~ The clarification shall be taken in online mode in the e-Procurement portal of GeM only.

~~b-c.~~ Additionally, information shall also be sent by system generated e-mail and SMS by GeM portal. 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.

20. Process to be Confidential:

a. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for ~~the award of a contract~~ the Empanelment shall not be disclosed by department to Bidders or any other persons not officially concerned.

b. 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~~ issuance of Letter of Empanelment. ~~Additionally, information shall also be sent by system generated e-mail and SMS by GeM portal. 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.~~

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

d. From the time of bid opening to the time of ~~contract award~~ issuance of "Letter of

Empanelment", no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

21. Examination of Bids and Determination of Responsiveness:

- a. 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:
 - i. which affects in any substantial way the scope, quality, or performance of the works;
 - ii. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - iii. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- b. If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

22. Evaluation and Comparison of Bids:

- a. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause No. 2421.
- b. The evaluation of Bid, by the Employer shall be done as per Clause No. 2017.
- 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.~~

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

23. Award Criteria

- a. Subject to Clause 2522, the Employer will ~~award the Contract to~~ empanel the Bidders whose Bid has been determined to be substantially responsive to the Bidding documents ~~and who has offered the lowest evaluated acceptable Bid Price~~, provided that such Bidders ~~has have~~ been determined to be:
 - i. eligible in accordance with the provisions of Clause 2; and
 - ii. qualified/Qualified in accordance with the provisions of Clause 3.

24. Employer's Right to Accept Any Bid, Negotiate And To Reject Any Or All Bids:

25. Notwithstanding Clause 26, 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.

Negotiations

~~Award of work to multiple L1 bidders:~~

26. Notification of Award and Signing of Agreement"Letter of Empanelment":

- a. The Bidders/-Sellers, whose Bids ~~has have~~ been accepted, will be notified /communicated by the Company /Buyer through issuance and communication of ~~GeM Contract~~"Letter of Empanelment" prior to expiration of the Bid validity period, ~~and subsequent generation of GeM contract on the portal.~~
- b. Communication of ~~GeM Contract~~"Letter of Empanelment" will be through email to the e-mail Id mentioned in the BSC as well as provided by the GeM Portal.
- e. ~~This Contract will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").~~
 - i. ~~The Agreement will incorporate all agreements between the Employer and the successful Bidder and shall be executed within 14 days of confirmation of~~

~~Performance Security and Additional Performance Security (if any) submitted by the~~
be terminated in accordance to Clause 9 of Conditions of Contract (General Terms & Conditions).

~~iii. No payment for the work shall be made before execution of this agreement. The invoicing of first payment bill shall be done through GoM Portal and all the payment of work (for all invoices) shall be done outside the GoM Portal.~~

~~v-iii.~~ The Contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India.

~~vi-iv.~~ The cost of the stamp papers for the contract agreement shall be borne by the Contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties, One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the Contractor free of cost and the original is to be retained by the Company. For any additional copy, additional cost to be charged.

~~vii-v.~~ All additional copies should be certified by the Engineer-In-Charge.

~~— Performance Security/Security Deposit:~~

27. 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 Kolkata court only.

28. 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.

29. Miscellaneous

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

~~b. The site for work may be made available in parts.~~

— Provisions related to instructions to bidder shall be a part of agreement.

1. Public Procurement Policy for Micro and Small Enterprises MSEs:

a. From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of society and to address environmental concerns. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

b. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

c. The Policy is applicable to all the Central Government Ministries / Departments / CPSUs, irrespective of the volume and nature of procurement. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.

d. To reduce transaction cost of doing business, MSEs are facilitated by providing them tender documents free of cost, exempting from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where

procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.

- e. Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.
- f. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
- g. Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent [that is, 16 (sixteen) per cent out of 25 (twenty five) per cent] is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three percent earmarked to women entrepreneur will be met from other MSEs.. MSEs would be treated as owned by SC/ ST entrepreneurs:
 - i. In case of proprietary MSE, proprietor(s) shall be SC/ ST;
 - ii. In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - iii. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- h. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- i. To develop MSE vendors so as to achieve their targets for MSEs procurement, Central Government Ministries /Departments /PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or BuyerSeller Meets focused on developing MSEs for procurement through the Government eMarketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs /STs/ Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:
 - i. Special Vendor Development Programmes/ Buyer-Seller Meets would be conducted by Departments/ CPSUs for SC/STs and Women.
 - ii. Outreach programmes will be conducted by National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortia formation; and
 - iii. NSIC would open a special window for SCs/ STs under its Single Point Registration Scheme (SPRS).
 - iv. A National SC/ST hub scheme was launched in October, 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated / implemented by the NSIC under this Ministry.
- j. The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR 2017) (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document. The

quality and technical parameters are not to be diluted. As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up'-

- i. Up to ten years from the date of its incorporation/ registration.
- ii. If its turnover for any of the financial years has not exceeded Rs 100 (Rupees Hundred) crore
- iii. It is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- iv. Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognized as Startup by DPIIT.

As per Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.

- k. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- l. This Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.
- m. Exemptions from the policy: Given their unique nature, defence armament imports shall not be included in computing 20 (twenty) per cent goal for Ministry of Defence. In addition, defence equipments like weapon systems, missiles, etc. shall remain out of purview of such Policy of reservation. Monitoring of goals set under the policy will be done, in so far as they related to Defense sector, by Ministry of Defense itself in accordance with suitable procedures to be established by them.
- n. A Review Committee has been constituted under the Chairmanship of Secretary, Ministry of MSME for monitoring and reviewing of Public Procurement Policy for MSEs. M/O MSME will review and/or modify the composition of the Committee as and when required. This Committee will, inter alia, review the list of 358 items reserved for exclusive purchase from MSEs on a continuous basis, consider requests from Central Government Departments, CPSUs for exemption from 25 (twenty five) percent target on a case to case basis and monitor achievements under the Policy.
- o. To monitor the progress of procurement by Central Government Ministries/ Departments and CPSUs from MSEs, Ministry of MSME has launched the MSME 'Sambandh'10 Portal on 8th December, 2017 for uploading procurement details by all CPSUs on a monthly and an annual basis which is regularly monitored by the Ministry.
- p. To redress the grievances of MSEs related to non-compliance of the Policy a Grievance cell named "CHAMPION Portal" has been set up in the Ministry of MSME.

2. Procurement Preference to Make in India-Rule 153 (iii) of GFR, 2017]

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 201711. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-

- a. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

- b. '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. It has been fixed as 20 (twenty) percent.
 - c. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
 - d. 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
 - e. 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.
- i. Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement:**
- a. In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
 - b. Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
 - c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- ii. Purchase Preference**
- a. Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
 - b. In the procurements of goods or works, which are covered by para (i)(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 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 suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 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 L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

iv. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

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 20 (twenty) percent margin of purchase preference of the highest quoted 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 20 (twenty) percent 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 20 (twenty) percent 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. Exemption of small purchases:

Notwithstanding anything contained in paragraph (i), procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

v. Minimum local content:

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/'ClassII local supplier' respectively.

vi. 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.

vii. Government E-marketplace:

In respect of procurement through the Government Emarketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

viii. Verification of local content:

- a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 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 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 shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries 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. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. 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 under paragraph (h) below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. 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);
 - iii. 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.

ix. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall review all existing eligibility norms and conditions with reference to sub-paragraphs (viii) (a) and (b) above.
- d. **Reciprocity Clause**
 - i. 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.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as 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 for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. 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.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. 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 Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- x. **Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- xi. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- xii. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
- xiii. **Manufacture under license/ technology collaboration agreements with phased indigenization**
 - a. While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured

in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

- b. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

xiv. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20 (twenty) percent; or
- c. Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

xv. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

xvi. **Standing Committee:** A standing committee is hereby constituted with the following membership:

- a. Secretary, Department for Promotion of Industry and Internal Trade-Chairman
- b. Secretary, Commerce-Member
- c. Secretary, Ministry of Electronics and Information Technology-Member
- d. Joint Secretary (Public Procurement), Department of Expenditure-Member
- e. Joint Secretary (DPIIT)-Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

xvii. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of the Order.

xviii. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of the Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

xix. **Transitional provision:** The Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

Appendix- 2: 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 entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

Note: The beneficial owner for the purpose of (d) above will be as under:

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—

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the Company.
- "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;
- 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;
- 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;
- 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;
- 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.
- An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Appendix-3: Guidelines on Debarment of Firms from Bidding

CIL and its Subsidiary Companies 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 a 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: -
 - a. Withdrawal of Bid as per relevant provisions of tender document.
 - b. If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
 - c. If L-1 Bidder fails to start the work on scheduled time.
 - d. In case of failure to execute the work as per mutually agreed work schedule.
 - e. Continued and repeated failure to meet contractual Obligations:
 - i. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
 - ii. On termination of contract.
 - f. Wilful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - g. Formation of price cartels with other contractors with a view to artificially hiking the price.
 - h. 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.
 - i. Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - j. Contractor fails to renew the securities deposited to the department.
 - k. The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - l. Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
 - m. If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
 - n. False declarations w.r.t Make in India Order.
 - o. In case of supply of sub-standard materials, sub-standard quality of work, non-execution 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, interalia, 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.
The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

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.
9. The above 'Debarment' shall be in addition to other penal provisions of NIT/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 reforms 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/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of 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 CIL/Subsidiaries/ e-Procurement portal of CIL).

ANNEXURE – 1 (PROFORMA FOR CIPP)

**PROFORMA FOR DECLARATION TOWARDS CODE OF INTEGRITY FOR PUBLIC PROCUREMENT TO
BE SUBMITTED UNCONDITIONALLY BY BIDDER/S
(To be signed on Plain Paper)**

To,

Tender Inviting Authority,
Coal India Limited

Sub: Declaration towards CIPP by Bidder

Ref. No.:

Dear Sir,

I, Sri, proprietor, representative, partner of / We,
..... Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative 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/ consultant/ 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. In-case the contract is awarded to me/us, I/we will submit 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)
(Office Seal)

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

Place
Date

Witness 1:
(Signature & Name & Address)

Witness 1:
(Signature & Name & Address)

Witness 2:
(Signature & Name & Address)

Witness 2:
(Signature & Name & Address)

Code of Code of Integrity for Public Procurement (CIPP)

1. 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 accept 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.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants 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.

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

Earnest Money deposited by such 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. In case of JV/Consortium/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Consortium/Partnership firm and in case of Company then only the Company shall be debarred.

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

- 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;

3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, 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.

4. 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 of 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 – 2 (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 GeM Contract..... dated..... (herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a 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 forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor

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

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of 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.

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

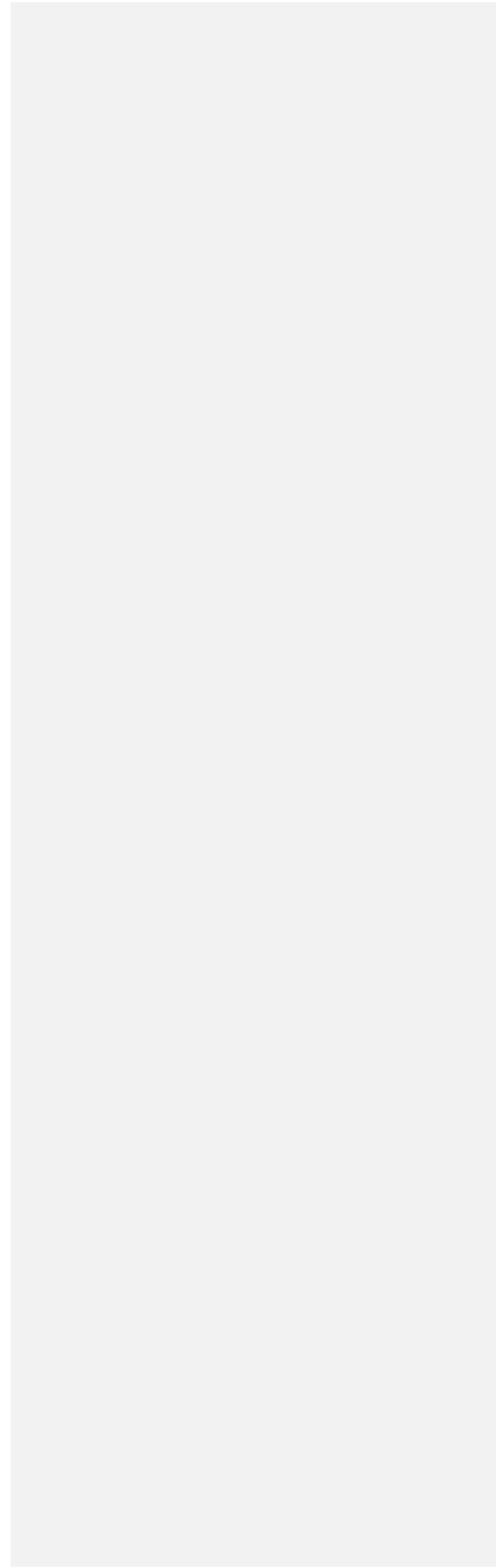
For and on behalf of the Bank by:

(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.



Instructions to Bidders for BG

NOTES TO BANK GUARANTEES

While issuing the Bank Guarantee, the issuing bank may please note the following.

- i) The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour ofCoalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).
- ii)(Company name) has chosen(Bank name) and(Bank name) to act advising/beneficiary bank of(Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	
		iii.	Name of Bank	
		iv.	Bank Account No.	***
		v.	Department	**
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	
		ii.	Bank Branch Name	***
		iii.	Branch Code	***
		iii.	Beneficiary Bank Branch IFSC	***
		iv.	Beneficiary Bank Address	***
* Name of the Area/HQ, to which the Bid Document is concerned, is to be mentioned. ** Name of Department of the Area/ HQ, to which the Bid Document is concerned, is to be mentioned. *** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the Bid Document is concerned, is to be mentioned.				

- i) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the(Bank name) (IFSC-_____) or(Bank name) (IFSC-_____), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at _____to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.
- iv) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters or Area of Coalfields Limited at (as the case may be) by Speed Post /Registered Post (AD).

ANNEXURE – 3 (MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT)

1. Name of 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.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. **Date from which the mandate should be effective.**

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

Place:
 Date:
 Signature of the Party / Authorized Signatory

 Certified that particulars furnished above are correct as per our records.
 Banker's Stamp
 Date
 (Signature of the Authorized official from the Bank)

ANNEXURE –4 (PROFORMA FOR LETTER OF BID)

Proforma for Letter of Bid to be uploaded by bidder/s (on their letterhead)

To
The Tender Inviting Authority.
Coal India Limited

Sub: Letter of Bid for the work "Desktop Due Diligence of Two Lithium Brine Assets in Argentina."

Ref: No.: "CIL/BD/CM&IC/2024/Tender/ "

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 GeM 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.

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 provisions, Coal India Ltd. shall, without prejudice to any other right or remedy, be at liberty to" cancel the GeM Contract/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months".

ANNEXURE – 5 (PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S)

Proforma for undertaking to be uploaded by bidder/s (on their letterhead)

We solemnly declare that:

1. I/We am/are submitting Bid for the work "Desktop Due Diligence of Two Lithium Brine Assets in Argentina" against Ref. No. *CIL/BD/CM&IC/2024/Tender/* 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.

Signature

ANNEXURE – 6 (PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S ON THEIR LETTER HEAD)

Proforma for undertaking to be uploaded by bidder/s (on their letterhead) regarding relatives as employees of company, arbitration clause (in case of partnership firm), local supplier status of the bidder, cipp etc.

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 / Stet-Sister.
2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
Or
*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF /

EPF authorities, if applicable. We shall make necessary payments as required under law.

*** Delete whichever is not applicable.**

3. ** I/We have not been 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.**

4. We,.....(Name of Partners of Partnership Firm), partners of(Name of Partnership Firm) hereby consent to abide by the relevant provisions pertaining to arbitration.

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

5.

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.

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.

OR

**I / Wehave 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.

7. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
8. *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.....

***Delete whichever is not applicable**

10. 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.

Signature

ANNEXURE VII A

Year of Consulting Experience

Bidder has to Submit Relevant Evidence/Documentary Proof Regarding Year of Experience in the particular Field

Note:

1. For the purpose of evaluating consulting experience in Mining Projects, only the experience acquired prior to the ending last day of month previous to the one in which bid applications are invited will be considered. .
2. The completion certificate of the oldest completed project relevant to mining consultancy will be used to determine the years of experience.
3. Year shall refer to a period of 12 months
4. Kindly Refer Clause Relevant Clauses of the ITB/GTC of the Bid Document

ANNEXURE VII B

Details of No. of Projects (in last 7 years)

<u>SL No.</u>	<u>Name of the Project</u>	<u>Location</u>	<u>Name of Critical Mineral</u>	<u>Year of Completion (as per Client's Certificate)</u>	<u>Year of Award of Contract (as per Client's PO)</u>	<u>Documentary Evidence Submitted (Y/N)</u>

Note:

1. For evaluation under this category, mining projects involving critical minerals (e.g., lithium, graphite, cobalt, rare earth elements) as defined by the Government of India will be considered.
2. For counting no. of project, a different activity or engagement with a clearly defined scope of work outlined in a formal contract, agreement, or work order will be considered. Each project must be different & independent in terms of objectives, deliverables, and outputs.
3. Repeat work under the same contract will not be considered a separate project unless it involves a distinctly new phase or scope.
4. Individual job/assignments that have been successfully completed and delivered to the satisfaction of the client will be counted as project.
5. Each project must be supported by verifiable evidence, such as completion certificate, contracts, reports, or other documentation supporting the project.

ANNEXURE VII C

Details of No. of Projects (Overseas)

<u>SL No.</u>	<u>Name of the Project</u>	<u>Country/Location</u>	<u>Name of Critical Mineral</u>	<u>Year of Completion (as per Client's Certificate)</u>	<u>Year of Award of Contract (as per Client's PO)</u>	<u>Documentary Evidence Submitted (Y/N)</u>

Note:

Any assignment or project related to technical due diligence/Feasibility report of critical mineral conducted outside the geographical boundaries of India will be considered an overseas project.

ANNEXURE- VIIIA

PROFESSIONAL QUALIFICATION OF TEAM MEMBERS

Number of Professional/Manpower of the Applicant with experience as per ATC (ITC)

<u>Sl.No</u>	<u>Name of the Personnel</u>	<u>Number of Years of Experience</u>	<u>Type of Work Done</u>	<u>Highest Educational Qualification</u>	<u>Whether CV Attached (Y/N)</u>
<u>1.</u>			<u>Project Manager</u>		
<u>2.</u>			<u>Geologist</u>		
<u>3.</u>			<u>Mining/Metallurgy/Mineral Processing</u>		
<u>4.</u>			<u>Financial Analyst</u>		

Note:

1. CV of the above Personnel to be attached as per Annexure 8 (B). Personnel whose CV has not been attached will not be considered for Technical Scoring
2. The Consultant has to submit updated version of this Annexure to CIL in case of change in employment of the professional/manpower enumerated in this Annexure at the time of bid submission. The experience of the replacing Personnel (Professional/Manpower) should not be less than the experience of the Personnel enumerated in this Annexure.

(Sign. & Seal of Authorized Signatory)

Place

:

Date:

ANNEXURE-VIII (B)

(FORMAT FOR CURRICULUM VITAE (C.V) OF THE PROFESSIONAL TEAM MEMBERS)

Consultant Name:

1. Name

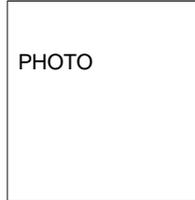
2. Father's Name

3. Date of Birth

3. Number of Years of Experience as per NIT Docs.

4. Educational Qualifications:

5. Details of Experience (Including experience in present organization)



<u>Name of Organization / Company</u>	<u>Designation / Position hold</u>	<u>From (date)</u>	<u>To (date)</u>	<u>Nature of Jobs/ work handled</u>

(i)

(ii)

6. Details of Completed Assignments

(i)

(ii)

Signature

Date:

(Countersigned by the authorized representative of Bidder)