

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force upto and including*..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. whose behalf this guarantee has been given.

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

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

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

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

The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Ranchi(Jharkhand.) are as under :

Particulars	Issuing Bank	Local Operating Branch at Ranchi
Branch Code		
Postal Address		
Telephone No.		
FAX No.		
Email Id		

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

Note

1. @ **INR 3.32 Lakhs per MU (INR Three Lakhs Thirty Two Thousand per MU)** of Quoted Annual Generation (i.e. INR 3.32 Lakhs per MU x Annual Quoted Generation in MU)
2. # BG amount of Rs. 1.0 Lakh/MW only in case tracker system is not offered by the bidder
. or
BG amount of Rs. 1.25 Lakh/MW only in case tracker system is offered by the bidder.
3. *The bidder will furnish the above security initially valid upto 90 days beyond Comprehensive Operation & Maintenance (O&M) period.

Beyond 5th year (from 6th year to 10th year), the bidder is required to submit a fresh BG for a further period of 5 years to cover comprehensive AMC of Inverter, SCADA & tracker system (if applicable) as per the following:

- (a) BG amount of Rs. 1.0 Lakh/MW only in case tracker system is not offered by the bidder.
- (b) BG amount of Rs. 1.25 Lakh/MW only in case tracker system is offered by the bidder.

The above Security shall be valid upto 90 days after the end of AMC period as specified in the Technical Specification.

4. The department shall ensure extension of guarantee period in case of extension of time.
5. **The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System(SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:**

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	*
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	E&M
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, Ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

*	HQ/ Name of the Area of CCL
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The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post(AD).

PROFORMA OF JOINT VENTURE AGREEMENT

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

This Joint Venture agreement is made on thisday of.....

AMONGST/BETWEEN

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

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

AND

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

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

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

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

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

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

1) FORMATION AND TERMINATION OF THE JOINT VENTURE.

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

- a) The name and style of the Joint Venture shall be “.....”
(hereinafter called the “Joint Venture ”)
- b) The Head Office of the Joint Venture shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.
- d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
 - i) The Joint Venture fails to obtain qualification from the Employer.
 - ii) The Contract for the Project is not awarded to the Joint Venture.
 - iii) The Employer cancels the Project.
 - iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

2) **LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture partners M/s.....; M/s.....& M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

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

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

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

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

4.1 The parties agree that their respective participation share (hereinafter called ‘Participation Share’) in the Joint Venture shall be as follows:

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

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

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

6) WORKING CAPITAL

During the execution of work/service, the requirement of working capital shall be met individually or collectively by JV partners.

7) BID SECURITY:

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

8) PERSONNEL & EQUIPMENT

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

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE .

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

10) BANK A/C.

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

11) LIMIT OF JOINT VENTURE ACTIVITIES.

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

12) TAXES.

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

13) EXCLUSIVITY

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

14) MISCELLANEOUS:

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

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

15) APPLICABLE LAW

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

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

For

For.....

Signature _____
(Name & Address)

Signature _____
(Name & Address)

(Official Seal)

(Official Seal)

Place

Place.....

Date

Date

Witness
Signature

(Name & Address)

Witness
Signature

(Name & Address)

Pre Contract Integrity Pact

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1: Commitments of the Principal

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

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

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

c. The principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality Shall furnish the Name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian rupees only. *The Guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure (Guidelines for Indian Agents for Foreign supplier) of this document.*

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

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

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

Section-3: Disqualification from tender process and exclusion from future contracts.

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

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is to exclude the Bidder/Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “Commitments of Bidder(s)/Contractor(s).
- (3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder/Contractor/Supplier can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

Section-4: Compensation for Damages

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

Section-5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

Section-6: Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section-7: Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractors or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section-8: Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform chairman the Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offences or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

Section-9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite lapse of this pact as specified above, unless it is discharged / determined by Chairman, Coal India Limited / CMD, Subsidiary Companies.

Section-10: Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (Guidelines for Indian Agents for Foreign supplier), the Clause in the Integrity Pact will Prevail.

Section-11: Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section-12: Law and Place of Jurisdiction

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the BUYER.

Section-13: Other Legal Actions.

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

.....

(For and on behalf of the Principal)
(Office Seal)

Place

Date

.....

(For and on behalf of Bidder/Contractor)
(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure - Guidelines for Indian Agents for Foreign Supplier

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

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

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

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

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

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

- i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.
- ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees

USER PORTAL AGREEMENT

e-Tender Portal User Agreement

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

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.

- a. Cancellation of my/our bid/contract(as the case may be)
- b. Punitive action as per tender document

2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.

3. That I/we accept the Integrity Pact as given in the tender document (if applicable).

4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.

5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.

6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.

7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.

8. That I/We accept all the undertakings as specified elsewhere in the tender document.

9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/it's Subsidiary.

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

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

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

→Bidder Registration, Password and Security

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

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **Or**, duly authorized by the Bidder.

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

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

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end

of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

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

➔ **Modification of software**

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

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

➔ **System Requirements**

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link ‘resources required’.

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

- (a) Incorrect use of the e-Tender System, or ;
- (b) Internet Connectivity failures in respect of the Equipment used by the Users or by the Internet Service Providers, or ;
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

➔ **Contents of Tender Information**

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

➔ **Bid Submission Acknowledgement**

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

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

➔ **Upload files**

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

→ **User Conduct**

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

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

→ **Amendments to a tender published:**

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

→ **Special Admonitions For International Use:**

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

→ **Links**

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

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

→ **Governing Law**

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

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

→ **Modification of terms of Agreement**

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

→ **Policy and Security**

General Policy

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

Information Collected

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

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

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

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

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

Use of Cookies

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

Security

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

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder:

.....

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

E-mail Id

Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

Date:

Signature of the Party / 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)

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

**(Details Pertaining to Technical Qualification of the Bidder
As per clause No. 7.1 of e-tender notice)**

FOR BIDDERS SEEKING QUALIFICATIONS AS PER CLAUSE 7.1 of e-tender notice

In support of Qualifying Requirements of clause No. 7.1 of e-tender notice, we confirm that we have designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 16 MWp or above, out of which one plant have been of 10 MWp capacity or above.

We further confirm that one reference plant of 10 MWp or above capacity has been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening:

- (I) Details of SPV based grid connected power plant(s) of cumulative installed capacity of 16 MWp or above out of which one plant of 10 MWp capacity or above, as per following details:**

Cumulative installed capacity of Grid connected power plant in MWp-

Sl. No.	Item Description	Reference Plant 1 (10 MWp or above)	Reference Plant 2	Reference Plant	Cumulative
1.	Description of work				
2.	Name of Client with full address, Fax No. & Tel. No.				
3.	Name of the Power Plant with its location				
4.	Name and designation of the responsible person in client's organization				
5.	Contract No. and Date				
6.	Whether this is a SPV based grid connected Power Plant	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
7.	Capacity of the Plant	MWp	MWp	MWp	MWp

8.	Whether scope of works included (a) Design (b) Supply (c) Erected (d) Supervised Erection (e) Commissioned (f) Supervised Commissioning	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> 	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> 	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> 	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
9.	Date of Commissioning of the above Plant				
10.	Copies of authentic Purchase Orders Completion Certificate from client, Agreements in support of details/data of Sl. No. 1 to 9 enclosed as Annex.				

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

(II) Details of Reference Plant of 10 MWp or above capacity has been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening, as per following :

Sl. No.	Item Description	Reference Plant
1.0	Description of work	
2.0	Name of Client with full address, Fax No. & Tel. No.	
3.0	Name of the Power Plant with its Location	
4.0	Name and Designation of the responsible person in client's organization	
5.0	Contract No. and Date	
6.0	Whether this is a SPV based grid connected Power Plant	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
7.0	Capacity of the Plant	MWp
8.0	Whether scope of works included (a) Design (b) Supply (c) Erected (d) Supervised Erection (e) Commissioned (f) Supervised Commissioning	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
9.0	Date of Commissioning of the above Plant	
10.0	No. of months of successful operation of the above plant prior to the date of Techno- Commercial bid opening date.	
11.0	Completion Certificate from client, Copies of Authentic purchase orders, Agreements in support of data/details of Sl. No. 1 to 10 enclosed as Annex.	

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

FOR BIDDER'S SEEKING QUALIFICATIONS AS PER CLAUSE 7.2 OF E-TENDER NOTICE

In support of Qualifying Requirements of clause No. 7.2 of e-tender notice, we confirm that we are a developer of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 16 MWp or above, out of which atleast one plant have been of 10 MWp capacity or above.

We further confirm that one reference plant of 10 MWp or above capacity has been in successful operation for at least six (6) months prior to the date of Techno-Commercial bid opening:

(I) Details of SPV based grid connected power plant(s) of cumulative installed capacity of 16 MWp or above, out of which one plant have been of 10 MWp capacity or above, as per following:

Cumulative installed capacity of Grid connected power plant in MWp-

Sl. No.	Item Description	Reference Plant 1 (10MWp or above)	Reference Plant 2	Reference Plant	Cumulative
1	Description of work				
2	Name of Client with full address, Fax No. & Tel. No.				
3	Name of the Power Plant with its location				
4.	Name and designation of the responsible person in client's organization				
5	Contract No. and Date				
6	Whether this is a SPV based grid connected Power Plant	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
7	Capacity of the Plant	MWp	MWp	MWp	MWp
8	Date of Commissioning of the above Plant				
9	Copies of Authentic Purchase Orders, Certificate from Clients, Agreements in support of details/data of Sl. No. 1 to 8 enclosed as Annex.				

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

(II) Details of reference plant of 10 MWp or above capacity has been in successful operation for at least six (6) months prior to the date of Techno- Commercial Bid opening, as per following:

Sl. No.	Item Description	Reference Plant
1.0	Description of work	
2.0	Name of Client with full address, Fax No. & Tel. No.	

3.0	Name of the Power Plant with its location	
4.0	Name and designation of the responsible person in client's organization	
5.0	Contract No. and Date	
6.0	Whether this is a SPV based grid connected Power Plant	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
7.0	Capacity of the Plant	MWp
8.0	Date of Commissioning of the above Plant	
9.0	No. of months of successful operation of the above plant prior to the date of Techno- Commercial bid opening date.	
10.0	Copies of Authentic Purchase Orders, Certificate from Clients, Agreements in support of details/ data of Sl. No. 1 to 9 enclosed as Annex.	

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

FOR BIDDER'S SEEKING QUALIFICATIONS AS PER CLAUSE 7.3 {(a) and (b)} OF E-TENDER NOTICE

In support of Qualifying Requirements of Clause 7.3 (a) of e-tender notice, we confirm that we have executed in the last ten (10) years an industrial project either as developer or as EPC Contractor in the area of **power*/ steel*/ oil and gas*/ petro-chemical*/ fertilizer*/cement/*coal mining including coal handling plant* and/ or any other process industry***, of a value of **INR 73 Crore** (Indian Rupees Seventy Three Crore only) or more in a single project or single work respectively and the same have been in successful operation for at least one (1) year prior to the date of techno-commercial bid opening.

** Strike off whichever is not applicable*

Details of Industrial Project is as per following:

Sl. No.	Item Description	Reference Plant
1.0	Description of work	
2.0	Name of Client with full address, Fax No. & Tel. No.	
3.0	Name of the Industrial Project with its location	
4.0	Name and designation of the responsible person in client's organization	
5.0	Contract No. and Date	
6.0	Value of the Project in Crores (Rs) in a single project or work	
7.0	The Industrial Project is in the area of (a) Power (b) Steel (c) Oil and Gas (d) Petro Chemical (e) Fertilizer (f) Cement (g) Coal Mining including coal handling plant (h) Any other process industry	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
8.0	Whether the Industrial Project has been executed as: i) Developer ii) EPC	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
9.0	Date of Commissioning of the above Project or work	
10.0	No. of year(s) of successful operation of the above project prior to the date of Techno- Commercial bid opening date.	

11.0	Copies of Authentic Purchase Orders, Certificate from Clients, Agreements in support of queries of Sl. No. 1 to10 enclosed as Annex.	
12.0	In case the Project executed by Developer the documentary evidence (certified by Chartered Accountant) for value of executed work enclosed at Annex..... in support of reference work	

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

In support of Qualifying Requirements of Clause 7.3(b) of e-tender notice, we confirm that we have executed at least one (1) Electrical Sub-station of 33 kV or above voltage level, consisting of equipment such as 33kV or above voltage level Circuit Breakers and Power Transformer, either as developer or as EPC Contractor which have been in successful operation for at least one (1) year prior to the date of techno-commercial bid opening.

Details of Electrical Sub Station is as per following:

Sl. No.	Item Description	Reference Plant
1.0	Description of work	
2.0	Name of Client with full address, Fax No. & Tel. No.	
3.0	Name of the Electrical Sub Station with its location	
4.0	Name and designation of the responsible person in client's organization	
5.0	Contract No. and Date	
6.0	Voltage level (s)	
7.0	Electrical Sub Station consisting of Equipment of 33 KV or above: (a) Circuit Breaker (b) Power Transformers	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
8.0	Whether the Electrical Sub-station has been executed as: i) Developer ii) EPC	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
9.0	Date of Commissioning of the above Electrical Sub Station	
10.0	No. of year(s) of successful operation of the above Electrical Sub Station prior to the date of Techno- Commercial bid opening date.	
11.0	Copies of Authentic Purchase Orders, Certificate from Clients, Agreements in support of queries of Sl. No. 1 to9 enclosed as Annex.	

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

**Details of Design, Engineering, Manufacturing and Testing Capabilities of
Bidder and/or wherever applicable, his Associate(s)/Collaborator(s)**

- (1) We hereby confirm that we do not anticipate any change in ownership during proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined). The relevant document for same is enclosed at Annexure XV-1 to this Annexure XV.
- (2) Furnish adequate detailed write up on

Sl. No.	Description	Details
(a)	Design and Engineering Organization and facilities/capabilities	Enclosed at Annexure XVA to this Annexure XV.
(b)	Manufacturing & Testing Organization and facilities available.	Enclosed at Annexure XVB to this Annexure XV.
(c)	Field Organization and resources for erection, testing & commissioning etc	Enclosed at Annexure XVC to this Annexure XV.
(d)	Quality Assurance Organization and capabilities for Engg., manufacturing & field installation.	Enclosed at Annexure XVD to this Annexure XV.
(e)	Established Project Management	Enclosed at Annexure XVE to this Annexure XV.
(f)	Details of Man power / Division of Company	Enclosed at Annexure XVF to this Annexure XV.

Note: The above Annexures from XVA to XVF shall be given as detailed write up with relevant documents by the bidder for **himself** and shall be furnished.

DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL) CHP/CPP PIPARWAR, JHARKHAND**Details of Manufacturing Capacities/Plant Loading of the Bidder and Associate(s)/
Collaborator(s)/Sub-Contractors, wherever applicable**

We hereby furnish below the details of our Installed Manufacturing Capacities (in KWp) and work in hand to establish spare capacity for completion of work under this Package.

Sl · No	Item	2018-19			2019-20			2020-21			2021-22			2022-23		
		Bidd er Shop	Coll ab rator / Asso cite's shop	Sub Contra ctor shop	Bidd er Shop	Collabo rator/ Associa te's shop	Sub Contra ctor shop	Bidd er Shop	Collab orator/ Associ ate's shop	Sub Contra ctor shop	Bidd er Shop	Collab orator/ Associ ate's shop	Sub Contra ctor shop	Bidd er's Shop	Collabor ator/ Associat e's shop	Sub Contra ctor shop
1	Production Capacity as installed															
2	Firm orders in hand upto															
3	Balance Capacity available															
4	Orders Expected															
5	Work Load Expected for this contract															
6	Shortfall, if any															

7	Alternative Arrangements To make up For this short fall															
---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Note: Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL) CHP/CPP PIPARWAR, JHARKHAND**Present Order Book Position for Bidder and/or wherever applicable, his Associate(s)/Collaborator(s)**

List of orders of last 5 years & present status.

Sl. No.	Client	Order Value	No. of Units & Unit Size	Date of Order	Present Status		% work completed Engg./ Manufacturing/ Erection	Completion of Supply		Completion of Erection, Testing & Commissioning		Reasons for Delay (if any)
					Schedule	Actual / Expected		Schedule	Actual / Expected	Schedule	Actual / Expected	
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												
16.												
17.												
18.												

- Note:**
1. The above attachment shall be filled up by the bidder for **himself** and for **major sub-contractor, if any** being proposed by the bidder in his bid.
 2. Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND
Past Performance Data**

Details of Similar Unit Supplied / Commissioned in last ten years for bidder and/or wherever applicable, his Associate(s)/Collaborator(s):

Sl. No .	Client Name & Address	Order Value	No. of Units & Unit Size	Date of Order	Date Completion of Supply		Date of Completion of Erection, Testing & Commissioning		Reasons for Delay (if any)
					Schedule	Actual	Schedule	Actual	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									
16.									
17.									
18.									
19.									
20.									
21.									
22.									

Note: 1. The above Attachment shall be filled up by the bidder for **himself**, and for **sub-contractor**, if any, being proposed by the bidder in his bid.

2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

Data regarding Key Construction Personnel for bidder and his Associate(s)/Collaborator(s)

The qualification and experience of key constructional personnel proposed for administration and execution of the contract at site are as follows:

Sl. No.	Name	Qualification	Position/Designation	Experience
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				

- Note:** 1. This Attachment shall be filled by the bidder for **himself**.
2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

(Manpower loading data)

We declare that our manpower loading during execution of the contract will be as follows:

No. of months from the date of Notification of Award	1	2	3	4	5	6	7	8	9	10	11	12
--	---	---	---	---	---	---	---	---	---	----	----	----

Labor (Category)

- Note:**
1. The above Attachment shall be filled by the bidder for **himself**.
 2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.
 3. List of category of labor will be given by the Bidder.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

(PROJECT MANAGEMENT ORGANISATION)

Dear Sirs,

1.0 we furnish below the brief write up in support of our established Project Management Organization.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

**(DECLARATION BY THE BIDDER WHO DID NOT MANUFACTURE OR
OTHERWISE PRODUCE AND/OR INSTALL PLANT AND EQUIPMENT OF
SOLAR PROJECT)**

Dear Sirs,

- 1.0 since we did not manufacture or otherwise produce and/or install plant and equipment of Solar Project, we furnish below the following details/ documents/ declarations in support of above:

Sl. No.	Description	Details
(i)	We have financial and other capabilities necessary to perform the Contract.	Enclosed at Annexure XXII-A to this Attachment- XXII
(ii)	We have been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country.	<p>(i) Manufacturer's authorization/ consent letter etc. in their favor to supply of Solar Plant Equipment – Enclosed at Annexure XXII-B to this Attachment- XXII.</p> <p>(ii) Manufacturer's authorization/ consent letter etc. for installation of Solar Plant Equipment- Enclosed at Annexure XXII-C To this Attachment- XXII.</p>

Further, we also declare that we will be responsible for ensuring that the manufacturer or producer of the related item meets the minimum criteria listed for that item in the subject bidding documents including Technical specifications.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

Schedule of Erection Tools & Equipment and Safety Equipment & Safety Personal Protective Equipment

A. We indicate herein below the erection tools & equipment we have in our possession and the tools & equipment we propose to bring to the Site under the Package, in case the contract is awarded to us.

Sl. No.	Type and Description of the Equipment	Number the Bidder has in Possession	Number the Bidder proposes to bring to the site
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
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19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			

B. Safety Equipment & Safety Personal Protective Equipment

We hereby confirm that the quantity and type of Certain tools and plant & equipment, we will employ for construction/erection, will not be less than those listed above and agree to bring more tools & plant and equipment, if so warranted, in the opinion of the Project Manager. Our proposed construction/erection tools & plants and equipment utilization plan indicating utilization dates and time duration of all major erection and construction tools & plant and equipment placed on site is enclosed at Annexure to this attachment.

Note : Continuation sheets of like size and format may be used as per Bidder's requirements and shall be annexed to this Attachment.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

Information regarding Quality Assurance Programme

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and Procedures, which we propose to follow during various phases of execution of the Contract.

Note: Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

**DEVELOPMENT OF 20 MW SOLAR PV PROJECT AT CENTRAL COALFIELDS LIMITED (CCL)
CHP/CPP PIPARWAR, JHARKHAND**

MILESTONE SCHEDULE

We hereby confirm the acceptance to the time schedule (**9 Months for completion of facilities**) for the subject package as specified in the bidding documents. Further, we confirm that we shall adhere with the time schedule for the subject package as specified in the bidding documents.

Further we confirm to carry out comprehensive Operation & Maintenance (Q&M) of Solar Photo Voltaic Plant for **Five (05) years** as specified in the Technical Specifications.

**Bank Guarantee Form for Advance Payment
(Installation Services /Civil & Allied works)**

To,
[Employer's Name & Address]

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

In consideration of [Employer's Name] (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s (Contractor's Name)..... with its Registered/ Head Office at..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No..... dated valued at for [Name of Contract]..... (hereinafter called the 'Contract') and the Employer having agreed to make an interest bearing advance ('said Advance') to the Contractor amounting to..... (in words and figures) in terms of the said Contract for performance of the above Contract against Bank Guarantee to be furnished by the Contractor.

We.....[Name and address of the Bank].....having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of.....[110% of advance amount plus GST].....as aforesaid alongwith interest @12.20%per annum on the advance amount released by the Employer calculated from the date of release of the said advance by the Employer to the Contractor, at any time upto.....(#). without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding as to the amount and interest claimed by the Employer under this guarantee notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till Ninety(90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in anyway the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at anytime in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as

a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained here in above our liability under this guarantee is limited to.....
[110% of advance amount plus GST].....along with interest on the advance amount released by the Employer as aforesaid and it shall remain in force upto and including.....
 (#)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... (Contractor's Name)..... on whose behalf this guarantee has been given.

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

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

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

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

The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Ranchi(Jharkhand.) are as under :

Particulars	Issuing Bank	Local Operating Branch at Ranchi
Branch Code		
Postal Address		
Telephone No.		
FAX No.		
Email Id		

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

Notes:1.(#) This date shall be Ninety (90) days beyond the date of Completion of the last Facilities.

2. The department shall ensure extension of guarantee period in case of extension of time.

3. The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System(SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:

Name of beneficiary and details	Name	Central Coalfields Limited
	Area	*
	Bank A/C no. of beneficiary	10106155123
	Customer ID/CIF no of beneficiary	80288731402
	Department	E&M
Beneficiary's Bank, Branch and Address	Beneficiary's Bank	State Bank of India
	Branch and Address	SME Branch, Doranda, Ranchi - 834002
	SFMS Code/ IFSC Code	SBIN0009620
	In case of Foreign BG Swift Code	SBININBB387

*	HQ/ Name of the Area of CCL
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The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post(AD).

MAKE IN INDIA

No. P-45021/2/2017-PP (BE-II)
 Government of India
 Ministry of Commerce and Industry
 Department for Promotion of Industry and Internal Trade
 (Public Procurement Section)

Udyog Bhawan, New Delhi
 Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

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

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'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.

'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.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'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.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. 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', as defined under the Order, shall be eligible to bid irrespective of purchase value

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, 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 3(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.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this 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 3(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% 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% 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 3(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.

.....Contd. p/4

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

3B. 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 this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% 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% 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% 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% 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% 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% 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-para above.

4. **Exemption of small purchases** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd. p/5

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% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **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.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (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.
9. **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.

.....Contd. p/6

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this 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 9h 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 this 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.

10. 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, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs '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.

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- 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 (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) 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."
- 10A. 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.
- 11. 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.
- 12. 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.

Contd. p/8

13. **Manufacture under license/ technology collaboration agreements with phased indigenization.** 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.

13A. 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.

14. **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%; 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.

15. **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.

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

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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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.

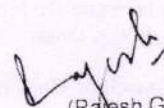
17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **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 this Order.

19. **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 this 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.

20. **Transitional provision:** This 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.



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in

**PROFORMA FOR CERTIFICATE TO BE UPLOADED BY BIDDER DURING
SUBMISSION OF BID ONLINE:**

“Certificate regarding compliance to Order no. F. No.6/18/2019-PPD Dt.23.07.2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restriction on bidder from a country which shares a land border with India”

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

**To,
The Tender Committee
Central Coalfields Limited**

Sub.:	Certificate for the work of “_____”
Ref.:	1. NIT No.
	2. Tender Id No.

Dear Sir,

I 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 certify that this bidder is not from such a country or, if from such a country, has 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 this bidder fulfills all requirements in this regard and is eligible to be considered.

**(WHERE APPLICABLE, EVIDENCE OF VALID REGISTRATION BY THE COMPETENT
AUTHORITY SHALL BE ATTACHED)**

**(This document is digitally signed by the DSC holder authorized by the bidder and therefore no
physical signature is required).**

Competent Authority and procedure for registration with Competent Authority in case of bidder from a country which shares a land border with India

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc.** No fresh registration at the State level shall be required.

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020


Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

**Bid Securing Declaration.
(On the letter head of Bidder)**

I / We Proprietor/Partner/Legal Attorney/ Director/Accredited Representative of M/S., solemnly accept that if we, withdraw or modify our bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD as defined in the request for bids documents than we will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

Note: It should be signed/digitally signed by the DSC Holder submitting the bid.

Required Turnover Details

Estimated Contract Value (ECV) in ₹:	91.93 Crores
Required value of average turnover in ₹:	27.579 Crores

Sl. No.	Financial Year	Turnover in Rs.	Chartered Accountant Name	Membership No.	Date of issuance of certificate	UDIN No.

Note: The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)

Required Working Capital Details

Estimated Contract Value (ECV) in ₹:	91.93 Crores
Annualised value in ₹:	124.28 Crores
Required value of Working Capital in ₹:	18.386 Crores

Available Working Capital Details

(Issued within 3 months prior to date of opening of tender)

I. For CA Certificate:

Amount of available working capital inclusive of access to lines of credit and availability of other financial resources (in ₹.)	Date on which the bidder possesses the required working capital	Date of issue of Working Capital Certificate by CA	Name of the Chartered Accountant (CA)	Membership Number of CA who certifies the bidder's working capital	UDIN no.

In case, access to lines of credit constitutes the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank) shall also be submitted regarding availability of access to credit (issued within three months prior to the date of opening of tender)

II. For Banker's Certificate:

Date of issue of certificate by bank.	Name of bank.	Address of the bank	Value of access to credit issued by bank (in ₹.)

PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE (Applicable for Partnership Firm & Joint Venture)

We, all the Partners of M/s (Partnership Firm/
Joint Venture), do hereby give our written consent for acceptance of the following Arbitration Clause of the NIT for the Work
“ ” tendered by CCL,
vide NIT No. dated and Tender Id
..... :

A. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM/GM. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

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

B. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 16.

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

Sole Arbitration:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

- (a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

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

Signature of Partners of Partnership Firm/ Joint Venture:

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

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

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :
2. Address of the Bidder :
3. Particulars of Bank:

Annexure-III

..... City..... Pin Code..... E-mail Id

Permanent Account Number

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

4. Date from which the mandate should be effective :

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

Place : Date :

Signature of the Party / Authorised Signatory -----

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

Banker's Stamp Date :

Signature of the Authorised official from the Bank)

SECTION-V
GUIDELINES FOR BANNING OF BUSINESS

Section V

Guidelines for Banning of Business

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii) If L-1 bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
- 7. Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

- b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
9. Any change on the above may be done with approval of FDs of CIL.
10. All the orders of banning or orders passed in appeal shall be marked to GM (CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.