

**ADDITIONAL TERMS AND CONDITIONS (ATC)**  
**FOR HIRING OF VEHICLES (OTHER THAN COAL & OB) THROUGH GEM PORTAL**

1. The hiring charges will be inclusive of rental cost, driver wages, GST and all other taxes, duties, levies.
2. The contractor/ contractors shall not pay less than the minimum wages of skilled worker for driver and of semi-skilled worker for khalasi/helper/conductor engaged by him/them as per minimum wage circulated by Ministry of Labour & Employment, Govt. of India. (For work above ground as prescribed by the Central Government for Non-Coal Mines)
3. **Name of Work** - Hiring of .....nos .....seats capacity shift/ school buses/LMVs/ Ambulances./pick up van/ utility van/ truck/mini truck/water tanker/ explosive van/etc on rental basis, with drivers (Khalasi as applicable) etc. for a period of ... Months (...days) for to & fro movement of workers & Persons / school children / students /goods of ...mine/colony from....to.....for use in Area of SECL.

As per following details:

Hours of Engagement of vehicle per day ..... , (..... Shifts /day)

fuel efficiency...km/litre,

Average running..... km per month/ vehicle

Total Night Halt per month per vehicle..... (if applicable)

Total Extra Hours per month per vehicle..... (if applicable)

**Note:**

- i. In above estimated value, the labour component (A) is -----%.
  - ii. The Rental cost per vehicle shall be firm and fixed for the entire duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.
  - iii. Reimbursement of fuel shall be done on actual running of the vehicles on the basis of above mentioned fuel efficiency and prevailing Local market fuel price, subject to production of documentary evidence. GST will be dealt as per prevailing GST rules/ Act.
  - iv. Reimbursement of Night Halt Charges and Extra Hour Charges shall be done on actual running of the vehicles subject to maximum limit as stipulated in tender documents as per the following formula.
    - a. Night Halt charges = 18.20% of Rental cost per day
    - b. Extra Hours charges = 3.34% of Rental cost per day
  - v. Reimbursement of Toll-Tax, Entry Tax, Parking expenses shall be done as per actual subject to production of money receipt.
4. The quantity of vehicles in the work is Divisible as per Public Procurement Policy for MSEs (Micro and Small Enterprises).
  5. The vehicle shall be equipped with Cotton Turkish Towel and other vehicle accessories for conveyance of VIP Officers.

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6. The contractor/contractors shall make necessary payments of the Provident Fund for the workman employed by him/them for the work as per the laws prevailing under provisions of Coal Mines Provident Fund and Miscellaneous Provisions Act 1948 (as amended time to time) and Coal Mines Pension (Amended) Scheme, 2018 or Employees Provident Fund Act and Miscellaneous Provisions Act 1952(as amended time to time) as the case may be.

However, it is desirable that contractors should register themselves under CMPF Act for coverage of maximum workers under CMPF and CMPS.

For CMPF registered contractor, he will deduct 7% CMPS contribution towards employee's share from the wage of his workers deployed for the work and equal share is to be borne by the contractor as Employer's share. It will be the responsibility of the contractor to deposit both the shares (Employee's and Employer's share) to the appropriate CMPF Authority and submit the statutory returns to SECL.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

**Deployment of Driver: Nos of Drivers to be deployed shall be as follows:**

<b>SI No</b>	<b>Hours of Engagement of vehicle per day</b>	<b>No. of Shift operation per day</b>	<b>Deployment of Driver / (Helper/Khalasi/Conductor)</b>
1	12 Hrs	General Shift (Including staggered rest)	1 (one) driver
2	16 Hrs	Two Shifts	2 (two) drivers
3	24 Hrs	Three Shifts	3 (three) drivers
<b>Note: Beside above Helper/Khalasi/Conductor will be engaged in buses in the same numbers as of drivers.</b>			

7. Contractor / contractors shall have to pay Bonus to the contract workers engaged by the contractors as per the provisions of payment of Bonus Act 1965.

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8. The attendance of all the employees/workers engaged by contractors' is to be marked through Biometric Attendance System only.
9. In addition, within a period of 30 days from the date of issuance of LOI/ Work order in case the contract period is more than 30 days and within a period of 7 days in case the contract period is less than 30 days, the contractor will register in the Contract Labour Payment Management Portal (CLPMP) of CIL and will enter & periodically update the following details in the portal:
  1. The contractor registration details
  2. LOI/ Work Order detailsThe contractor will enter and update contractor workers details and wages payment details in respect of each work order.
10. In case of LMVs/ Ambulance/ Pickup Van/ Utility Van/ Buses - The age of vehicle shall not be not more than 2 years from the scheduled date of opening of Tender and shall be counted from the date of 1st registration of the vehicle.
11. In case of Explosive Van/ Trucks/ Mini Trucks/Water Tanker- The age of vehicle shall not be not more than 3 years from the scheduled date of opening of Tender and shall be counted from the date of 1st registration of the vehicle.
12. SECURITY DEPOSIT: Security Deposit shall consist of two parts;
  - A) Performance Security to be submitted at award of work and
  - B) Retention Money to be recovered from running bills.

(A) Performance Security should be 3% of contract value and should be submitted within 21 days of issuance of LOA/LOI/GeM Contract by the successful bidder in any of the form given below:

***[Note: Performance Security of 3% shall be replaced by 5% of contract value for the works where Period of Contract exceeds 05 (Five) Years as per the guidelines in the recent amendment circulated vide ref no: CIL/GM(CMC)/2022/1633 dated 07.01.2022.]***

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

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

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Bank or
- (b) by a foreign bank located in India and acceptable to the employer.

**In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work shall be cancelled**

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

The banning shall be done under the provision of NIT/Bid Notice with the approval of Tender Accepting authority.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

The validity of the Bank Guarantee if submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

The Performance Bank Guarantee deposit issued by the issuing bank on behalf of the bidder in favour of "South Eastern Coalfields Limited" shall be in paper form (Stamp Paper) as well as issued under "Structural Financial Messaging System".

Original copy of the Bank Guarantee issued by the issuing bank shall be sent by the issuing bank to the concerned area."

**(B)** All Running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the Contractor during the year.

The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.

**Refund of Security Deposit :**

The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

**Performance Security (1<sup>st</sup> part of security deposit) shall be refunded within 60 days of the completion of the work after competent approval for closure of the contract as per relevant clause of the contract. (The date of completion of the work will be certified by the Engineer-in-charge)**

**Retention Money (2<sup>nd</sup> part of security deposit) shall be refunded after 150 days of the completion of the work.**

Total of performance security and retention money should not exceed 10% of the contract amount.

13. Engineer-in-charge/Designated Officer-in-charge will be clearly defined in the contract document. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person and notify to the contractor who is directly responsible for the supervising the work being executed at the site, on his behalf under the Delegation of Powers of company. However, overall responsibility as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.

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The CGM/GM of the Area shall nominate the name of Engineer-in-charge/Designated Officer-in-charge i.e. Sub Area manager/Colliery Manager/Controlling officer/ Security Officer/Transport Manager/any other person deemed fit for execution of the work.

The service provider may be advised to contact Engineer-in-charge/Designated Officer-in-charge /Transport Manager, SECL HQ for commencing the work the work shall be deemed to have commenced from 10 (ten) days from the issue of GeM Contract or handing over the site of work whichever is later.

However, the Date of Commencement may be decided with mutual consent with the Contractor on any date after submission of performance security prior to the date as prescribed above.

If the contractor, without reasonable cause or valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit Earnest Money, Performance Security Deposit and Additional Performance Security Deposit, if any deposited by him.

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

In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

**For vehicles hired on monthly/per day basis:**

- i) Any absenteeism of vehicle OR driver or both with the permission of the user of the vehicle, and without any substitute vehicle, deduction of proportionate amount of rental charges for the period of absenteeism shall be made.
  - ii) If the vehicle OR driver or both remain absent without permission of the user of the vehicle without suitable substitute vehicle, an amount Rs.1000=00 per day will be deducted as a penalty in addition to the proportionate deduction in rental charges for absenteeism.
  - iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.
- The penalties so deducted shall not be refunded.

If the vehicle is under breakdown, penalty at the double rate of hire charges for every 24 hrs of part thereof will be imposed for the period of vehicle under breakdown or the contractor shall provide substitute vehicle of equivalent capacity in the good condition for the breakdown period which should also be having requisite documents like Registration Book, Permit, Insurance etc. as per requirement for execution of the work.

**14. Refund of EMD :**

**As per GeM provisions**

**Note**

- a. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- b. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

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- c. The EMD of successful bidder (on Award of Contract) will be retained by SECL and will be adjusted to Performance Security Deposit at the option of the Bidder.

**15. 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:**

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means :-
- a. An entity incorporated, established or registered in such a country; **or**
  - b. A subsidiary of an entity incorporated, established or registered in such a country; **or**
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
  - d. An entity whose beneficial owner is situated in such a country; **or**
  - e. An Indian (or other) agent of such an entity; **or**
  - f. A natural person who is a citizen of such a country; **or**
  - g. A joint venture where any member of the joint venture falls under any of the above.
- IV. "The beneficial owner" for the purpose of (III) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a. "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

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5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Model Certificate for Tenders for Works involving possibility of sub-contracting

"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 fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

**16. Provision for payment of ex-gratia**

The contractor shall directly pay the ex-gratia amount of Rs 15.00 lakhs to the same dependent family members of the deceased contractor's worker, who died in mine accident as certified by DGMS, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc have been paid, as per the terms of contract or through Insurance company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by CIL/Subsidiaries.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/ work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs 15.0 lakhs in case of death in mine accident within 30 days. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ ex-gratia amount shall lie exclusively with the Contractor.

If the contractor fails to disburse the special Relief/ Ex-gratia within the due date, the subsidiary concerned may make the payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and/or other subsidiaries/CIL

**17. Price Variation Clause:**

If the wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease, as per provisions detailed hereafter:

- (a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action.

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The Price Variation Clause shall not be applicable for works where stipulated period of completion is twelve months or less.

- (b) The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.
- (c) The compensation of Price variation shall be worked out at monthly intervals and shall be with respect to the work done during the previous month. The first such payment shall be made at the end of one month after the month (excluding ) in which the tender was accepted and thereafter at monthly interval.

**18.1 Escalation/De-escalation for Labour:** The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - Lo}{Lo}$$

Where:

- VL = Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.
- W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated at 41.2 below.
- A = Component of Labour expressed as percentage of total value of work (as mentioned in the NIT)
- Lo = Minimum wages for skilled workers payable as per the Minimum Wages Act/Rules circulated by Ministry of Labour & Employment Govt of India applicable to the place of work as on the last date of submission of tender considering all extensions.
- L = Revised minimum wages of skilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.

**18.2** While calculating the value of "W" i.e. the cost on which the escalation will be payable shall be reckoned as 90 % of the cost of work (Rental Charges only) as per the bills to which escalation relates. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

**18.3** In the event wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase/ decrease in wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than twelve (12) months.

**18.4 Application of Price Variation Clause during extended period of Contracts.**

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under,

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of successful completion of the work that the delay was due to causes NOT attributable to the Contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.



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iii) If it is decided at the end of completion of the work that the delay was due to the fault of the Contractor, then the Price Variation Clause will not be revived and NO PAYMENT will be made to the Contractor on this account.

**No payment will be made by applying “FROZEN INDICES” under any circumstances.**

- 19. The validity period of the tenders shall be 120 (One Hundred Twenty) days from the end date of bid submission.**
- 20. Splitting up of the work:**  
**The quantity of vehicles in the work cannot be Split as per clause no 4.(xiii).y of GeM GTC whereas the quantity of vehicles in the work can be Divisible/Split as per Public Procurement Policy for MSEs (Micro and Small Enterprises)**
- 21. The contractor, before starting the work, shall furnish to the Engineer-in-charge/Designated Officer-in-charge the list of MV proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, insurance, transport driving licenses etc. for inspection. No MV shall be deployed for the work without the approval of Engineer-in-charge/Designated Officer-in-charge. Deployment of the vehicles will be decided by the Engineer-in-charge/Designated Officer-in-charge, in respect of route, trip, & time etc.**
- 22. The MV deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the MV deployed for the work shall not be diverted to any other project without the approval of the Engineer-in-charge/Designated Officer-in-charge.**
- 23. The company shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.**
- 24. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the MV and keep them in good and safe condition at all times.**
- 25. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.**
- 26. Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the MV deployed for the work, for 12/16/ 24 hrs per day.**
- 27. The contractor shall bring/ take back and arrange for the transportation of the trucks/equipments/ men and material required for the work at his own cost.**
- 28. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the MV deployed for the work. The company shall have no liability whatsoever on this account.**
- 29. The contractor shall maintain proper records in English/ Hindi of the MV/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.**
- 30. The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in the transit or while engaged in the work.**

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31. The contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt./ Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these account, and the contractor shall fully indemnify the Company against any claim/ dispute/reference Award, etc. arising out of the same.
32. If the Company suffers any loss on account of damage to its property, due to any failure on the part of the contractor or due to any act or omission or commission on the part of his representative/ employees or from the MV of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.
33. The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Engineer-in-charge/Designated Officer-in-charge as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.
34. The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
35. The contractor shall not engage any person less than 18 years of age or female during night hours as required by relevant law.
36. The contractor shall make payment to his employees through Bank & payment certificate / proof of payment should be submitted along with their bill to the paying authority, the wage period (s) day/ date and time of payment.
37. The contractor shall prepare the wage sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge/Designated Officer-in-charge.
38. The responsibility of the contractor in respect of all-payments to his employees will be complete and absolute. The company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non pay-payment/ short-payment/ dispute/ award.
39. In case any accident occurs or any injury is caused to any employee of the Company by the vehicles of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the cost and expenses incurred by the company on the same.
40. The contractor shall provide footwear, safety belt, First-aid box, Fire Extinguishers, Emergency Door & other protective equipments, to his employees as provided in law at his own cost. In case of failure on the part of the contractor provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.
41. The MV operator should provide adequate money to their Drivers to meet the expenses during the period of journey.
42. The cost of repair, maintenance, upkeep, Drivers wages and uniform, Oil & lubricants, Insurance and Taxes and any other expenditure required for operating the MV shall be borne by the MV operator.
43. Higher Model of the vehicle will be preferred on same quoted rate.
44. SECL reserve the right to deploy vehicle from the market on failure of the contractor to provide vehicle at the risk & cost of the contractor.

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45. The vehicle will be stationed at SECL premises or as per direction of the Engineer-in-charge/Designated Officer-in-charge.
46. All payment of hiring charges & Diesel reimbursement will be made on monthly basis on submission of the bill by the contractor.
47. Toll Taxes Parking charges initially paid by the driver which shall be reimbursed on submission of the evidence duly counter signed by the Engineer-in-charge/Designated Officer-in-charge.
48. No night halting charges and Extra working hours will be paid extra unless stipulated in Bid Document.
49. Engagement of vehicle may be discontinued at any time by SECL without giving any prior notice or intimation to the contractor.
50. The vehicle may be sent for duty outside of the area for which no extra payment will be paid except terms & condition stipulated in the tender document.
51. In and out time including mileage to be maintained in log book should be got sign by the Engineer-in-charge/Designated Officer-in-charge.
52. Bids submitted by PAP's shall be dealt as per prevailing policy of SECL

**53. Applicable for School Buses :**

Apart from normal running of school buses, they are also engaged for additional trips for Extra classes, Monthly, Quarterly, Half yearly and Yearly Examination of different schools. The Buses may also to be engaged to cater Social Responsibilities of company, whenever required.

- a. All Buses should be equipped with speed governors.
- b. All the Buses should be equipped with Low step height 320 mm from ground level, convenient for young ones to board in the bus.
- c. The conductor and Driver should be trained for extra safety.
- d. Safety guard jalis/net on windows should be provided of suitable design and strength.
- e. Fire extinguisher and safety kit must be provided.
- f. Emergency door must be provided.
- g. All Buses should be equipped with CCTV camera operating on standalone basis and records of such CCTV footage should be maintained by the contractor for a minimum period of seven days. The contractor shall ensure that the installed CCTV is kept in working condition at all the time.

The bus should be painted with yellow colour (approved for school).The SCHOOL BUS and others safety measures/ mono should be written in the bus in block letter on front and back side, as per norms

**54. TECHNICAL SPECIFICATION FOR AMBULANCE (Applicable for Ambulance)**

1. Body type : Monocoque
2. Engine : Emission compliance BS-IV or latest  
Engine capacity 1900 CC Engine or more  
Engine power 90 HP or more
3. Gear Box : 5 FWD +1 Reverse, manual
4. Suspension : Front McPherson Struts with coil spring  
Rear Double Parabolic leaf spring
5. Special Feature Side impact Beams on both sides  
Rugged engine sub frame  
Anti Roll Bar- In front and Rear

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6. Electrical      Battery 12 V 80 AH/ more  
                                 Alternator      150 A or more
7. Patient cabin Dimension  
                                 Internal Length      2700 mm or more  
                                 Internal Width      1500 mm or more  
                                 Internal Height      1500 mm or more  
  
Wide 180° opening rear gate antiskid flooring.
8. Factory fitted AC.
9. Space to carry 2 bulk oxygen cylinders and one B type and one D type with seamless fitting and manifold & pipeline wall unit provided inside patient cabin.
10. Multi level elevating trolley with elevating back minimum load bearing capacity upto 200 kg. Weight of the stretcher should 38 to 40 kg with quality certification like EN 1789 / EN 1856 .
11. Wheel Chair (folding).
12. Space for fixing equipment like monitor, defibrillator etc. with electric plug point.
13. Beacon light & multiple wall mounted hazard light with siron.
14. Doctor chair.
15. Patient Bench.

Basic life support Ambulance

A .**Color** : There shall be no restrictions concerning the painted color of the ambulance vehicle.

B. **Emblems and Markings:** All items in this section shall be of reflective quality and in contrasting color to the exterior painted surface of the ambulance.

- There shall be a continuous green stripe, of not less than 8 cm on cab and 15 cm on patient compartment to encircle the entire ambulance with the exclusion of the hood panel.
- Emblems and marking shall be the type, size and location as follows
  1. Front: The word “AMBULANCE” minimum of 10 cm in height, shall be in mirror image (reverse reading) for mirror identification by drivers ahead with green “Star of Life” minimum 8 cm height, to the left and right of the word “AMBULANCE” if vehicle design permits, there shall be a green “Star of Life” of no less than 30 cm in height on the front section of the patient compartment.
  2. Side: Each side of the patient compartment shall have the green “Star of Life” 30 cm in height. The word “AMBULANCE” not less than 15 cm in height, shall be under or beside each star. The name of the licensee as stated on their provider license shall be of lettering not less than 8 cm in height.
  3. Rear: The word “AMBULANCE” not less than 15 cm in height, and two green “Star of Life” emblems of not less than 30 cm in height.
  4. Top (roof): There shall be a green “Star of Life” of not less than 60 cm in height as well as the individual provider’s ambulance number (example unit “23”) of not less than 30 cm in height.

**Prior to private sale of ambulance vehicle to the public, all the emblem & markings must be removed**

C. **Inner Compartment Dimensions**

Minimum patient compartment length	2700 mm
Minimum patient compartment width	1500 mm
Minimum patient compartment height	1500 mm form floor to ceiling

D. **Patient cabin should have the following features**

1. properly ventilated patient cabin

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2. Vehicle should have reinforced suspension system for providing to patient a comfortable ride free from external noise.
3. Adequate power supply arrangements including power backup for support power requirements of the headlights, Taillight and the power requirements of medical equipments etc.
4. Adequate patient cabin space for patient (in comfortable position) at least one attendant and two paramedics.
5. Complete flooring free of joints. Suitable for easy cleaning / scientific fumigation and treatment with disinfectants,
6. At least two superior quality fans and sufficient lighting arrangement
7. Storage space for keeping medical equipments and consumables required.
8. Siren and beacon as per approved norms of Government with at least 3 flashers on both sides of ambulance
9. A “no smoking” sign shall be prominently displayed in the patient compartment.

**E. Equipment to be placed on BLS Ambulance.**

**All ambulances will be required to be equipped with but not limited to the following**

1. Minimum of two stretchers
  - i. One multilevel, elevating, wheeled stretcher with elevating back. Two patient restraining straps (chest and thigh) minimum, at least two inches wide shall be provided.
  - ii. One secondary patient transport stretcher, with a minimum of two patient restraining straps. Minimum acceptable stretcher is vinyl covered aluminum frame, folding stretcher.
2. Suction Device
  - i. An engine vacuum operated or electrically powered, complete suction aspiration system, shall be installed permanently on board to provide for the primary patient. It shall have wide bore tubing.
  - ii. A manual suction device, age and weight appropriate, with wide bore tubing and at least a xix-ounce reservoir
  - iii. There must be an assortment of suction catheters (minimum of 2 each) on board sizes 6 fr. 8 fr. 10 fr. 16 fr.18 fr. A rigid suction catheter (e.g.) Yankaur) will also be carried. (Minimum 2 each.)
3. Bag Mask Ventilation Units :
  - i. One adult hand operated. Valves must operate in all weather and unit must be equipped to be capable of delivering 90-100 % oxygen to the patient.
  - ii. One pediatric, hand operated. Valves must operate in all weather and unit must be equipped to be capable of delivering 90-100 % oxygen to the patient. Must include safety pop off mechanism with override capability.
  - iii. One infant hand operated. Valves must operate in all weather and unit must be equipped to be capable of delivering 90-100 % oxygen to the patient. Must include safety pop off mechanism with override capability
  - iv. The mask (size 0, 1, 2, 3, 4 and 5) should be carried, for use in conjunction with the ventilation units above. Masks must be clear and can be either of the disposable or non-disposable.
4. Nonmetallic Oropharyngeal: (Berman type) Nasopharyngeal Airways – adult, child and infant sizes (Large, Adult, medium, adult, large, child, child infant). All airways shall be clean and individually wrapped. “S” type airways may not be substituted for Berman type airways.
5. Oxygen Equipment :

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- i. Portable oxygen equipment: Minimum one 360 liter capacity oxygen cylinder. Litre flow gauges shall be non-gravity, dependent (Bourdon Gauge) Type. Additionally. When the vehicle is in motion, all oxygen cylinders shall be ready accessible and security stored.
  - ii. Permanent on-Board oxygen equipment : The ambulance shall have a hospital type piped oxygen system, capable of storing and supplying a minimum of 2400 liters of humidified medical oxygen
  - iii. Single use, individually wrapped non-rebreather masks and cannulas in adult and pediatric sizes shall be provided ( each)
6. Bite sticks commercially made (clean and individually wrapped)
  7. Twelve sterile dressings (minimum size 5" X 9")
  8. Sterile gauze pads ( 4" X 4") 36 No
  9. Twelve bandages, self adhering type, minimum three inches by five yards. Bandages must be individual in wrapped or in clean containers.
  10. A minimum of four commercial sterile occlusive dressings (size 4" X 4")
  11. Adhesive tape hypoallergenic (1", 2" and 3" width)
  12. Burn sheets (sterile) 2 No.
  13. Splints :
    - i. Pneumatic splints set of six with carrying case
    - ii. Wooden italic or other splints
  14. Spine immobilization devices
    - i. Spine board, at least 16" X 72" constructed of three quarter inch ply-board or equivalent material and having at least three quarter inch runners on each side for lifting with appropriate straps. If not equipped with runners, board must be designed so that hand holds are accessible even with gloves on.
    - ii. Cervical collars to accommodate the infant, child, medium adult and large adult sizes. Collars must be manufactured of semi-rigid or rigid material
    - iii. Patient restraint straps (two inches by nine foot) 3 No.
    - iv. Head immobilization device, commercially available or towel/blankets rolls
  15. Triangular bandages (Different sizes) – 5 each
  16. Blankets 2No.
  17. Bandage shears Large size
  18. Obstetrical kit (sterile) The kit shall contain gloves, scissors or surgical blades, umbilical cord clamps or tapes, dressings, towels, perinatal pad, bulb syringe and a receiving blanket for delivery of infant
  19. Blood pressure sphygmomanometer, cuff and stethoscope
    - i. Blood pressure set, portable, both pediatric and adult (non-mercurial type)

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- ii. Stethoscope
  
- 20. Emesis basin or commercially available emesis container.
- 21. Bed pan and urinal
  
- 22. Search light (2 No.) Portable with spot beam of around 500 meters, sealed lead acid/Ni-Cd battery operated, capacity of 60 minute with full intensity, rechargeable.
- 23. Minimum of one fire extinguisher, Co2 or dry chemical or type ABC
  
- 24. Working gloves, at least two pair for each crewmember
  
- 25. Minimum of 1000 cc of sterile water or normal saline solution for irrigation.
  
- 26. Automatic External Defibrillator (A.E.D.)
  
- 27. Personnel protective equipment (gloves, masks, gowns and eye shields)
  
- 28. Protective head gear and eye protection devises (minimum two each)
  
- 29. At the option of the medical control the following equipment may be added
  - i. Laryngoscope handle with batteries
  - ii. Laryngoscope blades, adult, child and infant sizes, infant sizes shall be 0, 1, 2 (straight) in addition a # 2 curved blade will be carried.
  - iii. Six disposable endotracheal tubes, sizes to be from 2.5-9.0 with at least one of each size available. An intubation stylette sized for the neonate patient shall also be available (6 fr.)
  - iv. Dual lumen or LMA airways, laryngeal mask, age and weight appropriate
  - v. Magill's forceps –Adult and pediatric
  
- 30. F Minimum Ambulance rescue equipment The following additional items shall be carried by BLS ambulance
  - i. Hammer, four pound with 15 inch handle
  - ii. One axe
  - iii. Wrecking Bar, minimum 24 inch (bar and two preceding items can either be separate or combined as a forcible entry tool).
  - iv. Crowbar, minimum 48 inches, with pinch point.

The company shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

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**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 and APSD (if applicable), 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 or 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.



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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 BID/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 upto 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.

Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

## **ADDITIONAL TERMS AND CONDITIONS (ATC) FOR HRING OF VEHICLES THROUGH GEM PORTAL**

### **55. Eligibility Criteria: -**

**A. Work Experience (Not Applicable for tenders with ECV below Rs.50 lakhs):** The Intending bidder must have in its name or proportionate share as a member of Joint Venture/Partnership firm experience of having successfully **Completed/ Executed similar nature works**, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following:-

Three similar **Completed/ Executed works** each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar **Completed/ Executed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **Completed/ Executed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of BID in Gem PORTAL). The experience of executed works as on last date of eligibility period will be considered for evaluation.

In all the above cases, while considering the value of Completed/ Executed works, the full value of Completed/ Executed work be considered whether or not the date of commencement is within the said 7(seven) years period. The date of completion of work should be during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Cost of previous Completed/ Executed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

**Note:** The value of Completed/Executed Works consisting of (Rental cost + GST) or (Rental cost + Fuel Cost + Other Expenses (if applicable) + GST) will be considered for evaluation purpose against each work.

**Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.**

#### **Special Note-:**

**If a Bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs (Micro and Small Enterprises) Order -2012 shall not be applicable for them.**

**The above qualification criteria shall be fulfilled by JV in the following manner:**

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfilment of qualification criteria related to experience.

a) In case of completion/execution of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender:-

Any of the JV partner shall have the experience of having Completed/ Executed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

## **ADDITIONAL TERMS AND CONDITIONS (ATC) FOR HIRING OF VEHICLES THROUGH GEM PORTAL**

- b) In case of completion/execution of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender :-
- i) Any one partner can match the above requirement.  
Or
  - ii) At least two partners should each have completion/execution at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.  
Or
- c) In case of completion/execution of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender:-
- i) Any one partner can match the above requirement.  
Or
  - ii) Any two partners shall match the above requirement through completion/execution of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.  
Or
  - iii) All the three partners shall match the above requirement through completion/execution of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

**The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfilment of qualification criteria related to experience.**

**However, the participating share of JV Partners shall be as below;**

- i) Lead Partner shall have at least 50% participating share in JV.**
- ii) Other partner(s) shall have at least 20% participating share in JV.**

**The definition of Similar work shall be as follows:**

- (i) In case of Hiring of LMVs/ buses/ ambulances /pick up van/ utility van etc, similar nature of work shall mean:  
“Providing of hired Taxies/Ambulances/ passenger vehicles/ pickup van/ utility van etc of all categories in Govt./ PSU Organization or any reputed Private Organization OR Any work of public conveyance on permit basis.”
- (ii) In case of Hiring of goods carriers i.e. Trucks/ mini truck/water tanker/ explosive van/etc, similar nature of work shall mean:  
“Providing of hired goods carriers i.e. Trucks/ mini truck/water tanker/ explosive van/etc of all categories in Govt. / PSU Organization or any reputed Private Organization OR similar work on permit basis”

The Work Experience Certificate submitted by the bidder may contain the following information::

- i) Description of qualifying experience (similar nature)
- ii) Work order Number /Agreement Number of each experience
- iii) Name & address of Employer/Work Order Issuing authority of each experience
- iv) Percentage (%) share of each experience (in case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as 100%).
- v) Executed Value of work (including rental cost, fuel cost, GST, other expenses (if applicable) against each experience
- vi) Start date & end date of each qualifying experience (similar nature)

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### **Note:**

- a. In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

### **Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

Satisfactory Work Completion/ Executed Certificate (includes completed / on-going works i.e. **(including all expenses and taxes i.e including Rental Cost, Diesel Cost Other expenses i.e Night Halt Charges and Extra Hours Charges (if applicable) and GST)** issued by the employer against the Experience of similar work containing all the information. **Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.**

In case of bidder running passenger vehicles / goods carrier on permit basis, they should submit copy of permits and income particulars from running such passenger vehicles / goods carrier, duly certified by a Chartered Accountant along with audited Profit and Loss Account and Balance Sheet.

### **NOTE:**

1. **Each permit (Permit Number) will be considered as one work order/work. The permit must contain the vehicle registration number and permit period.**
2. **Income particular from running such passenger vehicles / goods carrier, duly certified by a Chartered Accountant must specify the Permit number against which Certificate has been issued along with audited Profit and Loss Account and Balance Sheet. The certificate issued must contain UDIN number.**

In case of JV, above documents of partner(s)

### **B. Financial Turnover (Not Applicable for tenders with ECV below Rs.50 lakhs):**

Average annual financial turnover during the last 3 (three) years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost put to tender.

(The "Previous Financial Year" shall be computed with respect to the Publication date of Bid in GeM portal).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end of respective financial year (i.e. 31<sup>st</sup> March) till the last day of month previous to one in which tender has been invited.

The bidder has to upload, the Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

(In case of JV, turnover certificate for each individual partner of JV.)

The Turnover Certificate submitted by the bidder may contain the following information::

- i) Annual turnover of each of the last 3 (three) years ending 31<sup>st</sup> March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Date of certificate issued by Chartered Accountant.
- v) Unique Document Identification Number (UDIN)

### **Note:**

- a. In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year. However, the information against Sl.No. (ii) & (iii) above will be given w.r.t. the lead partner of JV only.

## **ADDITIONAL TERMS AND CONDITIONS (ATC) FOR HRING OF VEHICLES THROUGH GEM PORTAL**

- b. In case of JV, if financial turnover of all the partners is not submitted; the JV will not be disqualified and instead the required turnover will be calculated assuming zero value for partner/partners who has/have not submitted the financial turn over certificate.

### **Special Note :**

**Scanned copy of documents to be uploaded by bidders : Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.**

- C. **Declaration in support of requirement of Vehicle:** The bidder is required to give an undertaking in the form of an Undertaking in the prescribed format at **Annexure- C** to deploy required vehicle as per NIT either owned or hired.

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) :**

Scanned copy of affidavit confirming acceptance to deploy required vehicle as per NIT either owned or hired.

- D. **Permanent Account Number:** The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) :**

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

(In case of JV/Consortium, PAN Card for each individual partner of JV/ Consortium and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/Consortium itself)

**Note: In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.**

**If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.**

**Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.**

- E. **Applicable For Project Affected Person's Society (PAPS) only:**

**The following Eligibility Criteria and modus operandi shall be applicable for PAP's Society.**

**Eligibility Criteria for PAP's Society: (Not Applicable for tenders with ECV below Rs.50 lakhs)**

**Work Experience:** "Required to 10% of the annualized value of the work(for completion period over one year)or estimated cost of the work (for completion period up to one year) gathered by way of working as Prime contractor or sub-contractor should be considered quantum of experience in respect of experience criteria".

**Working Capital:**

"Certificate from Banker regarding financial soundness/assistance is sufficient towards Working Capital of 20% of the annualized value of the work (for completion period over one year) or estimated cost of the work (for completion period up to one year)."

**Special Terms & Condition for PAP's Society:-**

- (i) Cost of tender application fee – Exempted.
- (ii) Cost of EMD – Exempted.
- (iii) Initial Performance Security – 0.25% of Annualized Value.
- (iv) **Balance Security deposit – 2.75% to be deducted from running a/c bills.**

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- (v) The PAP's co-operative society should be registered under relevant act to comply with rules and regulations made their in.
- (vi) The PAP's co-operative society should be constituted by the local project affected persons and first preference will be given to them in the related project/Area.
- (vii) The definition of PAP's Society shall be as per R&R policy of CIL.
- (viii) The PAPs who have not been given any employment or employed anywhere will only be eligible for being a member of the co-operative society. In this connection, an affidavit should be given by the co-operative society.
- (ix) PAP's co-operative society should be examined and confirmed by the concerned Personnel Department of concerned Area, where persons affected by project, for their authenticity and eligibility, if any changes in number of members and such changes confirmed by the concerned Registrar of Society.
- (x) The vehicle engaged by the society should be owned by the PAPs and the document related to ownership of land and vehicle should be tallied to confirm that the vehicles belong to PAPs only. PAPs should be member of only one PAP's co-operative society. He cannot be member of other PAP's co-operative society for taking the work in SECL.
- (xi) Each member of PAP's Society can engage only one vehicle owned by them. In case the quantum work is more, maximum two vehicles per member of PAP's Society may be allowed.
- (xii) The PAP's co-operative society will provide vehicle of latest model as per NIT with all statutory documents and fittings required for trouble free service for all the days of contract period.
- (xiii) The work will be distributed to PAP's co-operative society according to work load.
- (xiv) All other terms and conditions of NIT/Tender documents shall be applicable.
- (xv) **20% of the work of hiring of vehicle to be earmarked for award to Co-operatives at L-1. In the event of one particular work being smaller so that 20% of the work becomes too small/ un-remunerative/ unviable, 100% of the work can be awarded to co-operative society at L-1 rate subject to maximum limit of Rs.25.0 lakhs**

Bids submitted by PAP's Society shall be dealt as per prevailing policy of SECL.

### **F. Goods and Services Tax (Not Applicable for Exempted Goods/Services)**

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered bidder under composition scheme

OR

GST unregistered Bidder

### **Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) :**

The following documents depending upon the status w.r.to GST

#### **a) Status: GST Registered Bidder under regular scheme:**

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

#### **b) Status: GST Registered bidder under composition scheme:**

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

## **ADDITIONAL TERMS AND CONDITIONS (ATC) FOR HRING OF VEHICLES THROUGH GEM PORTAL**

### **c) Status: GST unregistered bidder:**

Document: A Certificate from a practicing Chartered Accountant having a membership number and a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

[In case of JV a Certificate from a practicing Chartered Accountant having a membership number and a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]

**If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.**

**Note: In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.**

If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.

### **G. Legal Status of the bidder**

**Document(s) covered under any one of the following sub-head(s):**

- i. Affidavit or any other document to prove Proprietorship/ Individual status of the bidder.
- ii. Partnership deed containing name of partners
- iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
- iv. In case of MSME, copy of documentary evidence(s), issued by their registering authority whether they are either small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME (Applicable for Service Nature of tenders only).

### **Note : In case of JV :**

- a. Details of all partners as at (i), (ii) & (iii) above (as applicable)
- b. JV agreement as per NIT Format (Annexure IV) containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.
- c. Power of Attorney to the Lead Partner

**Special Note: The bidder has to upload the JV documents as per the format of Annexure -IV pertaining to subject tender with reference to Bid document and GeM Bid No.**

### **H. Purchase Preference under 'Make in India' Policy for "Local supplier".**

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

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

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

## **ADDITIONAL TERMS AND CONDITIONS (ATC) FOR HRING OF VEHICLES THROUGH GEM PORTAL**

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

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

**In respect of the above eligibility criteria the bidder is required to furnish the following information online in Annexure- III:**

**i). Confirmation regarding possessing of required document indicating percentage of local content as enlisted in Bid Document.**

**Note:-**

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

### **I. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF TENDERS)**

- i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.
- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be



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earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

- iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.
- v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
- In case of proprietary MSE, proprietor(s) shall be SC /ST
  - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
  - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
  - In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- vi) Classification of Micro and Small Enterprise are as under:
- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
  - b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.
- vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- ix) The existing MSE enterprises registered prior to 30<sup>th</sup> June 2020, shall continue to be valid for a period up to 31.03.2022 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2022 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

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**J. Letter of BID (LOB)** – The bidder has to submit the Scanned Copy of Letter of bid / Contractor's Bid and Acceptance of Bid Conditions as per Annexure – II on bidder's letter head.

In case of JV, the above document is to be signed by all partners

The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format provided with the bid document and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid provided by the department with BID document, then the LoB shall be requested under the head Confirmatory documents / Certificate requested in ATC and subsequently accepted or rejected as applicable. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

**K. Integrity Pact (applicable for contracts above Rs. 500 lakhs).**

The bidder has to accept in Annexure-III the Integrity Pact and all its terms & conditions in toto as given in Annexure – I.

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### L. Confirmatory Documents:

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No.	Eligibility Criteria	Scanned copy of document(s) uploaded by bidder
1	2	3
1	<b>Letter of Bid (LoB)</b> <b>(Ref clause no J of ATC)</b>	Scanned Copy of Letter of bid / Contractor's Bid and Acceptance of Bid Conditions as per Annexure – II on bidder's letter head. In case of JV, the above document is to be signed by all partners
2	<b>Work Experience</b> <b>(Ref 55 A of ATC)</b> <b><u>(Not Applicable for tenders with ECV below Rs.50 lakhs)</u></b>	a) Satisfactory Work Completion/Execution Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.  b) Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.  <i>(In case of JV, Satisfactory Work Completion/Execution Certificate against individual partner(s) including Lead Partner of JV as applicable as per details mentioned in clause No. 55 A.</i>  <b>If a bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.</b>
3	<b>Financial Turnover:</b> <b>(Ref 55 B of ATC)</b> <b><u>(Not Applicable for tenders with ECV below Rs.50 lakhs)</u></b>	Financial Turnover certificate <b>having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India</b> for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.  <i>(In case of JV, turnover certificate for each individual partner of JV</i>
4	<b>Undertaking</b> <b>(Ref 55 C of ATC &amp; format given in Annexure-III of ATC)</b>	Scanned copy of an undertaking as per the format given in Annexure-III of tender document. Affidavit is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded, availability/ deployment of required vehicle relatives as employees of company, Registration with CMPF /EPF authorities, Banning/ Delisting of Bidder, Arbitration clause (in case of partnership/Joint Venture firm), Local supplier status of the Bidder as per clause 55H of ATC etc as per the format given in the bid document and about other commitments.  <b>Note:</b> In case of JV, undertaking shall be signed by all the partners. <b>Note:</b> <b>If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.</b>

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5	<b>Permanent Account Number</b> <i>(Ref. Clause No.55(D) of ATC)</i>	<b>PAN card issued by Income Tax department, Govt. of India.</b> <i>(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)</i>
6	<b>Goods and Services Tax (GST) Status of Bidder (Not Applicable for Exempted Services)</b> <i>(Ref. Clause No.55(F) of ATC)</i>	<p><b>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</b></p> <p><b>a) Status : GST Registered Bid der under regular scheme</b> Document: GST Registration Certificate (i.e. G ST identification Number) issued by appropriate authority of India.</p> <p><b>b) Status: GST Registered Bidder under composition scheme</b> Document: GST Registration Certificate ( i .e . GST identification Number) issued by appropriate authority of India.</p> <p><b>c) Status: GST unregistered bidder</b> Document: A Certificate from a practicing Chartered Accountant having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV]</p> <p><b>Note:</b> <i>i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i></p>
7	<b>Legal Status of the bidder</b>	<p><b><u>Document(s) covered under any one of the following sub-head(s):</u></b></p> <p>i. Affidavit or any other document to prove Proprietorship/ Individual status of the bidder.</p> <p>ii. Partnership deed containing name of partners</p> <p>iii. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</p> <p>iv. In case of MSME, copy of documentary evidence(s), issued by their registering authority whether they are either small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME (Applicable for Service Nature of tenders only).</p> <p><b>Please refer clause no 55 I of ATC</b></p> <p><b>Note : In case of JV :</b></p> <p>a. Details of all partners as at (i), (ii) &amp; (iii) above (as applicable)</p> <p>b. JV agreement as per NIT Format (Annexure IV) containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.</p> <p>c. Power of Attorney to the Lead Partner</p> <p><b>Special Note: The bidder has to upload the JV documents as per the format of Annexure -IV pertaining to subject tender with reference to GeM Bid No.</b></p>
<p><b>Note: File in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</b></p>		

**PRE-CONTRACT INTEGRITY PACT****(To be signed on Plain Paper)****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. 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 a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

c. Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **Annexure – A** titled as "**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.

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

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

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

#### Section 3 - Disqualification from tender process and exclusion from future contracts

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the

transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

#### Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business".

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

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

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

(9) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

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

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

#### Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a Joint Venture, this agreement must be signed by all partners or JV members.



(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## **Annexure – A**

### **Guidelines for Indian Agents for Foreign supplier with regard to Integrity Pact**

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, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorised 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 authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

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

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

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms 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 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

**PROFORMA FOR LETTER OF BID/ CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS TO BE  
UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE**

**(To be uploaded on the letter head of bidder by the Bidder during submission of bid online)**

To  
The Tender Inviting Authority  
South Eastern Coalfields Limited

**Sub:** Letter of BID for the Work of "-----"

**Reference: 1. GEM Bid No:**

Dear Sir,

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

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and South Eastern Coalfields Ltd. (SECL)

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date.. In case of our failure to abide by the said provision SECL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ work order /award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

Format for Undertaking:

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

**UNDERTAKING**

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

1. I/We am/are submitting Bid for the work..... against Bid  
Notice No. .... dated..... and I/we offer to execute the work in  
accordance with all the terms, conditions and provisions of the bid.

2. \*Myself/Our Partners/Directors don't has/have any relative as employee of CIL/ Subsidiary.

or

\*The details of relatives of Myself/ Our Partners / Directors working as employee of  
..... (Name of Company viz. CIL/Subsidiary) is as follows;

- a. Name of Employee -.....
- b. Place of Posting - .....
- c. Department- .....
- d. Designation - .....
- e. Type of Relation – Wife/Husband/ Father/ Step – Father/ Mother/ Step- Mother/ Son/  
Step – Son/ Son's Wife/ Daughter/ Daughter's husband/ Brother / Step-Brother/ Sister  
/ Step – Sister.

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

3. All information furnished by me/us in respect of fulfillment of eligibility criteria and qualification  
information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine,  
authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. I/We hereby undertake that we shall register and obtain license from the competent authority  
under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

7. We hereby confirm that we shall deploy required vehicle as per NIT either owned or through  
hiring.

8.\*\* I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.  
(In case of JV, all partners are covered)

**OR**

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

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

\*Delete whichever is not applicable.

**(Note : In case of Joint Venture, declaration regarding banning and delisting by any Govt., or Quasi Govt. Agencies or PSUs to be submitted against both Lead Partner and other Partner(s) in their individual capacities.)**

9. \*I/We hereby confirm that we have registration with EPF/CMPF Authorities. We shall make necessary payments as required under law.

**OR**

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under EPF/CMPF authorities, if applicable, if the work is awarded to us. We shall make necessary payments as required under law.

\*Delete whichever is not applicable.

10. I/We do undertake that we are not engaging and will not engage any child labour in any of the activities for which we are participating in the tender.

11. If it is reported and proved that child labour is engaged by us, we will be penalized 10% of the contract value and will be blacklisted.

12. We accept the prevailing diesel price nearest to the work site.

13. We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of .....(Name of Partnership Firm/Joint Venture) hereby consent to abide by the provisions of Clause 12 and 12A of General Terms and Conditions pertaining to arbitration.

(Note : - Applicable in case of Partnership firm/Joint Venture)

14. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time.

15. I/We do not have any relationship with any of the bidder(s) participating in this tender, directly or through common third parties, that puts me/us in a position to have access to information about or influence on the bid of another bidder(s).

16. I/We or any of our affiliate(s) have not participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.

**17. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries :**

“I 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 fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

18. We certify that the works/services offered by us against the subject tender, meet the minimum local content requirement and has local content:

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

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

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

**[Note : If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.]**

19. I/We hereby accept the Integrity Pact and all its terms & conditions in toto as given in Annexure – A.

If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

**Signature of the Bidder**

**Dated .....**

In case of JV, Signature of all partners of JV

**PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT**

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

This Joint Venture /Consortium agreement is made on this .....day of.....

**AMONGST/BETWEEN**

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

The expressions M/s .....and M/s.....Shall, 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 /Consortium/Parties" and individually as "Joint Venture /Consortium Partner/Party".

WHEREAS M/s.....and M/s.....agreed to form a Joint Venture /Consortium 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 /Consortium Agreement (hereinafter referred to as "Joint Venture /Consortium 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 /CONSORTIUM.**

The parties under this Agreement have decided to form a Joint Venture /Consortium 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 /Consortium shall be “.....” (hereinafter called the “Joint Venture /Consortium”)
- b) The Head Office of the Joint Venture /Consortium 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) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.
- d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
  - i) The Joint Venture /Consortium fails to obtain qualification from the Employer.
  - ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.
  - iii) The Employer cancels the Project
  - iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party
  - v) Both parties agree to terminate this Agreement in writing.
  - vi) 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 /Consortium Agreement.

**2) LEAD PARTNER.**

M/s..... shall be the Lead Partner of the Joint Venture /Consortium and is responsible for performing a key function in 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 /Consortium and also all the partners of the Joint Venture /Consortium 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 /Consortium partners 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 /Consortium.

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

Each constituent party of the Joint Venture /Consortium 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/ partners of a partnership firm / proprietor of a proprietorship firm.



<u>JV / CONSORTIUM Partner Company</u>	<u>Name</u>	<u>Position in the respective</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 /Consortium shall be as follows:

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

**[Note : The participating share of JV Partners shall be as mentioned below;**

- i) Lead Partner shall have at least 50% participating share in JV.**
- ii) Other partner(s) shall have at least 20% participating share in JV. ]**

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 /Consortium 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 the JV partners.

**7) BID SECURITY:**

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

**8) PERSONNEL & EQUIPMENT**

Team of Managers / Engineers of all the partners of the Joint Venture /Consortium 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 /CONSORTIUM.**

- 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 /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture /Consortium partners, Joint Venture /Consortium 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 /Consortium and not to the individual partners.

**10) BANK A/C.**

Separate Bank A/c. shall be opened in the name of the Joint Venture /Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture /Consortium 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 /Consortium shall be discharged through the said Joint Venture /Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture /Consortium shall be through that account alone.

**11) LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES.**

The Joint Venture /Consortium 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 /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

**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 /Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.
- 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 .....

Witness  
Signature .....

(Name &Address )

( Name& Address )

.....

.....

**AGREEMENT FORM**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200...between \_\_\_\_\_  
 \_\_\_\_\_ (name and address of the Employer) (hereinafter called "the  
 Employer" and \_\_\_\_\_ (name and address of  
 the Contractor) (hereinafter called "the Contractor" of the other part )

Whereas the Employer is desirous that the Contractor execute  
 \_\_\_\_\_  
 \_\_\_\_\_ (name and identification number of Contract ) ( hereinafter called "the Works" )  
 and the Employer has accepted the Bid by the Contractor for the execution and completion of  
 such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby convenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :
  - (i) Letter of Acceptance ;
  - (ii) Notice to proceed with the work ;
  - (iii) Contractor's Bid
  - (iv) Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Bill of Quantities and
  - (viii) Scope of work and conditions of Contract
  - (ix) Integrity Pact
  - (x) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of : \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of : \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of the Contractor

Signature of Witness  
(Name , address & Date)