


<p>कोलइण्डियालिमिटेड महारत्नकंपनी (भारतसरकारकाएकउपक्रम) पर्यावरणविभाग एक्शनएरिया -1A, न्यूटाउन, कोल्कता- 700 156 ई-मेल: cgmenv.cil@coalindia.in वेबसाइट: www.coalindia.in</p>		<p>Coal India Limited A Maharatna Company (A Govt.of India Enterprise) Environment Division, Action Area-1A, New Town, Kolkata -700156 E-MAIL: cgmenv.cil@coalindia.in WEBSITE: www.coalindia.in Phone No. 033-2324 6638</p>
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**Tender Document for
Selection of Consultant for
Preparation of Report on
“Environment, Social & Governance (ESG)
Framework and Management System
for Coal India Limited for the year 2019-20”**

(Only through e-Tender mode)

E- TENDER NOTICE (NIT)

Tender No. : CIL/ESG / 2020-21 / 10425

Date: 07.09.2020

1. Coal India Limited, a Government of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Plot no. AF-III, Action Area 1A, New Town, Kolkata – 700 156, India invites online bids under two bid system through CIL’s portal (<http://coalindiatenders.gov.in>) from the eligible bidders as per eligibility criteria of NIT for “Preparation of Report on Environment, Social& Governance (ESG) Framework and Management System for Coal India Limited for the year 2019-20”.
2. There will be no physical/manual sale of tender document.
3. The complete tender document shall be available on the website of Coal India Limited (www.coalindia.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL’s e-Procurement Portal (<http://coalindiatenders.nic.in>).
4. There is no tender fee and the bidders can download the tender document free of cost.
5. The offers have to be submitted online through the CIL’s e-procurement portal website <https://coalindiatenders.nic.in> , based on the Tender document, uploaded in websites mentioned above. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one-time activity only.

6. Details of tender

1	Tender No.	CIL / ESG / 2020-21/10425 Date: 07.09.2020
2	Type of Tender	Two Bid System, Single Cover
3	Estimated value of Tender	Rs. 22,68,940.00 (Twenty Two Lakhs Sixty Eight Thousand Nine Hundred &Forty) excluding GST
4	Earnest Money Deposit	Rs. 28,400.00 (Twenty Eight Thousand Four Hundred only).
5	Cost of Tender/ Tender Fee	Nil
6	Description of services	Preparation of a Report on “Environment, Social& Governance (ESG) Framework and Management System for Coal India Limited for the year 2019-20”
7	Downloading of Tender Document:	
	(i) Start Date and Time	08.09.2020 from 11.00 am
	(ii) Closing Date and Time	29.09.2020 up to 11.00 am
8	Seek clarification	

	(i) Start Date and Time	08.09.2020 from 11.00 am
	(ii) Closing Date and Time	15.09.2020 up to 4.00 pm
9	Online Submission of Offers:	
	(i) Start Date and Time	08.09.2020 from 11.00 am
	(ii) Closing Date and Time	29.09.2020 up to 11.00 am
10	Due date of Opening of Tenders	30.09. 2020 At 11.00 am

7. Interested eligible Bidders may obtain further information, if felt necessary, from the office of the purchaser as per address given below:

**General Manager / HoD (Env/WBP),
Coal India Limited,
3rd Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700156,
India
Phone: 033-2324 6638
Email address: cgmenv.cil@coalindia.in**

8. Eligibility Criteria

8.1 Following categories of bidders are eligible for participation in this e-tender:

- a. The bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Proprietorship Firms, Partnership Firms, Government owned Enterprises who are registered/ incorporated in India and engaged in the Business of providing management consultancy services.

8.2 In either of the above mentioned cases, the bidder has to meet the Minimum Qualifying Requirements (MQRs).

8.3 MQRs to be fulfilled by the bidders are given in the Table I below. ‘Performance variable’, broadly, defines the credential of the bidder being sought; ‘Minimum Qualification Requirement’ indicates specific parameter which must be complied by the bidder, and ‘Documents to be provided by the bidder’ indicates list of documents which must be uploaded by the bidder in the respective folder.

8.4 Compliance of MQR criteria qualifies the bidder for next level of evaluation. It, however, does not qualify the bidder for the award of contract, which will be given after due evaluation as per Clause 4 of Annexure-2 “Other Terms and Conditions.

8.5 Each bidder shall submit only one bid, either individually or as a member of a consortium. Submission of or participation in more than one bid by a bidder shall result in rejection of all the bids in which such bidder has participated.

8.6 Bidders will need to follow the conditions given in clause 9 of this NIT while responding to the MQR.

Table 1: Table showing the Minimum Qualification Requirement (MQR)

Sl. No	Minimum Requirement	Documents to be provided by the Bidder
1	The Bidder must have successfully completed at least 01 report related to Strategic Plan/Vision/Policy Document for any Central/State PSU or Government Ministry/Department in the field of mining sector during the period of Seven (7) years from the last date of the month preceding the month in which this NIT is published.	Copy of work order and successful completion certificate OR any other document from customer providing desired details about completion of the work with details.
2	The bidder should have successfully completed at least Five (05) Sustainability/ESG reports during the period of Seven (7) years from the last date of the month preceding the month in which this NIT is published. Out of above minimum Five (05), at least (02) assignments should be with Central PSUs' in India.	Copy of work order and successful completion certificate OR any other document from customer providing desired details about completion of the work with details.
3	The bidder should have minimum of five (5) consultants, specialized and experienced in preparation of Report on Sl.No.(1) &Sl. No.(2)	Certified by HR head or competent authority of the bidder
4	The bidder should have valid PAN and GSTIN number	Copy of valid PAN & GSTIN certificate
5	The bidder should be able to furnish Income tax return submission copy.	Copy of latest income tax Return submission.
6	The bidder should not be blacklisted /debarred / banned by any Central PSU or Government Ministry, Department or Government owned Enterprises in India on the date of bidding.	Declaration that the bidder is not blacklisted /debarred /banned on the date of bidding by any Central PSU or Government Ministry, Department or Government owned Enterprises in India
7	The bidder should be one of the following: Proprietorship/ Partnership/ Public limited/ Private limited company or Government owned Enterprises in India.	Any one of the following documents as applicable: 1. Affidavit or any other document to prove Proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

- 9.** Bidders will need to follow the conditions given below regarding documents/ certificates being submitted for supporting MQR and Technical Evaluation requirements.
- a. All financial data should be as per latest financial year unless explicitly mentioned, duly certified by a chartered accountant practicing in India.
 - b. All executed work quoted by the bidder against response to this document, should have been successfully completed during the period of Seven (7) years from the last date of the month preceding the month in which this NIT is published.
 - c. The executed work by the bidder shall be qualified as a completed project only if, at least, the final report of the work is submitted to the Agency. Date of report submission or final completion, will be treated as date of the project for calculating the period of seven (7) years.
 - d. Number of employees mentioned in each evaluation criteria corresponds to number of permanent employees on rolls and number of outsourced employees in the organization as on the date of the NIT.

Besides the above, CIL may ask for additional supporting documents to verify the submitted documents, as it deems fit, to establish the veracity of submitted credentials.

- 10.** Bids will be opened online at the scheduled time on the due date of opening as mentioned above.
- 11.** In case, 03(three) bids are not received within originally stipulated time, the due date of tender shall be automatically extended by the system for 2 days. Further, in case even after one extension of due date by 2 (Two) days, still there are less than 03(three) bids received, the tender shall be automatically extended by the system for another 5 (Five) days. However, no separate paper publication of such auto extension shall be issued.

However, in case even after granting two extensions, if less than 03(three) bids are received, tender shall be considered for opening.

In case no offers are received, tender will be cancelled with competent approval.

- 12.** In the event of the scheduled due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.

INSTRUCTION TO BIDDERS (ITB)

1. Requirements for participation in e-tenders

In order to submit the online offer on CIL's e-Procurement portal <https://coalindiatenders.nic.in>, the bidders should meet the following requirements:-

- a. PC connected with Internet (For details, visit link "Resources Required" on home page of CIL's e-Procurement portal www.coalindiatenders.nic.in). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. CIL shall not be liable to the bidders under any circumstances for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b. Online Enrollment/Registration with CIL's e-Procurement portal (www.coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC) - The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c. Class II or Class III Digital Signature Certificate (DSC) - Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced up to the chain of trust to the Root Certificate of CCA.

2. Help for participating in e-tender

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 1800 3070 2232. All queries will be answered in English / Hindi only.

3. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. The bidders are advised to see the same websites for corrigendum if any, from where the original tender document has been downloaded.
4. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
5. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
6. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.
7. **Communication:** All communication sent by CIL as well as the e-procurement service provider by post/fax/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.
8. All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by CIL as well as e-procurement portal. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative at Instruction to Bidders for communications through e- mails / SMS alerts (if any).

9. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the last date and time of bid submission.
10. No modification of the bid or any form of communication with CIL or submission of any additional documents, not specifically asked for by CIL, will be allowed and even if submitted, they will not be considered by the purchaser after opening of the bid.
11. In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CIL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by CIL.
12. **Earnest Money Deposit:** The bidders are required to deposit Earnest Money (EMD) Rs. 28,400.00 (Twenty-Eight Thousand Four Hundred only) of online within the due date and time for submission of online offer, failing which the online offer will not be considered. For details, please refer to **Clause -2 of Annexure-2**, Other Terms & Conditions of the NIT.

If any State/Central Govt. Organization / PSU & valid DGS&D/NSIC/MSME registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD, they may be considered for exemption from submission of EMD provided they upload notarized scanned copy of such registration certificate in the requisite file uploading option available within the due date for submission of online documents.

13. The offers are to be submitted on line through CIL's e-procurement portal, <https://coalindiatenders.nic.in>. in Single Cover containing 'Techno-Commercial Bid' and 'Price- Bid'.
14. The Part I 'Techno-Commercial Bid', contains the summarized Technical Specifications/Eligibility Criteria and other techno-commercial terms & conditions in Excel format which will be available on CIL's e-procurement portal. The Bidder is required to put values under the column "BIDDER'S VALUE" in GTE ("General Technical Evaluation") available at e-procurement service provider portal. 'Techno-Commercial Bid should not contain the price. The "General Technical Evaluation" contains a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him. For this the bidder is required to upload as below:-

Letter of Bid (LOB) - The format of Letter of Bid (LOB) as given at **Annexure-3A** will be downloaded by the bidder and will be printed on Bidder's letter head and duly 'Signed by a person competent and having the "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Power of Attorney" are to be uploaded during bid submission in Part-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection. **Above documents are to be uploaded in folder named "LOB DOCS" provided in the e procurement portal.**

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of person signing the LOB as the same person is DSC holder and himself is bidding online on CIL's e-Procurement Portal. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (**as per Annexure-3B**) by the person signing the LOB in favour of person bidding online is required to be uploaded. **This document is to be uploaded in folder named "LOB DOCS"**.

15. The Part-II, Price bid/ Bill of Quantity (BOQ) should contain the price duly filled in the excel sheet provided for this purpose. The Part-II, Price bid, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on CIL's e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission.
16. **Submission of Forged/Tempered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement uploaded with online bid against the tender, CIL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents duly signed and stamped without any verification with the original. However, CIL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to CIL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CIL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CIL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.
17. Apart from copies of supporting documents like performance report, Order copies, Certificate of CA etc, no additional document containing response to the terms of the NIT should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet shall be ignored.
18. In case the Tenderers submit self-attested and stamped copies of registration certificate of DGS&D/ NSIC, License from BIS and approval certificate issued by DGS&D/other Independent Statutory Bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public which shall be accepted as an authentic document.
19. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer will be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection.

20. Information/documents are to be furnished serial wise of the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
21. CIL reserves its right to physically and by any other method (as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of Business of the tenderer.
22. On the scheduled date & time of tender opening and upon opening of the tender by the bid opening team, System will automatically evaluate particulars as contained in GTE.
23. Upon opening of the bids, GTE, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices is generated by the system.
24. Supportive documents of L-1 bidder only shall be downloaded for evaluation by the Tender Inviting Authority (TIA).
25. After evaluation of the uploaded documents, shortfall documents, if required, will be sought from the L-1 bidder. For this purpose, maximum 1 chances shall be given for a period of 7 days (7x24 hours).
26. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by the tender committee. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.
27. The following penalties shall be imposed on the defaulting bidders:

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter	100% of EMD is forfeited.

- The zone of applicability of penal provisions shall be restricted to CIL.
- The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.
- In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.

28. **Procurement from Micro and Small Enterprises (MSEs)**

- (a) The MSE (i.e. the lowest service charge quoted MSE) participating in the tender and quoting service charge within price band of L1+15% will be awarded the work, subject to the bidder matching their quoted service charge to L1 price in a situation where L1 price is from someone other than a MSEs and subject to other terms of tender document.

- (b) In case the lowest service charge quoted MSE is rejected due to non-compliance of confirmatory documents then the next lowest service charge quoted MSE within price band of L1+15% will be awarded the work, subject to the bidder matching their quoted service charge to L1 price and subject to other terms of tender document. This process shall be repeated till the work is either awarded to MSE bidder or all the MSE bidders are exhausted.
- (c) 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.
- (d) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
29. CIL reserves the right to shorten/extend the period for completion of work while concluding the contract. CIL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.
30. If the lowest price received is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process
31. Purchase Preference: In case, for purchase preference as per Govt. policy, as may be notified time to time to any category of bidders, and if any of the short listed bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L-1 prices, if their final prices fall within the permitted percentage
32. JURISDICTION OF COURTS: All contracts will be in accordance with the prevalent Indian Laws and all disputes will be subject to the Jurisdiction of Calcutta High Court only.
33. Notwithstanding anything said above, Coal India Ltd. reserves the right to follow any guideline or instruction received from the Government or any statutory bodies received from time to time.
34. The tender document consists of the following Annexures

1.	Annexure-1	Scope of Work & Time of Completion
2.	Annexure-2	Other Terms & Conditions
3.	Annexure-3 A	Letter of Bid Format
4.	Annexure-3 B	Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid

5.	Annexure-3 C	Details of the Bidder
6.	Aneexure-4	Price-Bid Format
7.	Annexure-5	Format For Bank Guarantee For Security/ Performance Guarantee Deposit
8.	Annexure-6	Bank Details for Electronic Payment Format

Note: - The bidder is required to furnish the details as given in **Annexure –3C** as part of its offer. If no information is applicable against any serial number, please mention “Not Applicable. **This document is to be uploaded in folder named “COMMERCIAL DOCS”.**

For and On behalf of Coal India Ltd.,

**General Manager (Env)
Coal India Ltd., Kolkata**

Scope of Work & Time of Completion

The proposed Scope of work & time limit is outlined as below:

Objective:

Preparation of Report on “Environment, Social & Governance (ESG) Framework and Management System for Coal India Limited for the year 2019-20.”

Coal India Limited (CIL), a Central PSU having Maharatna Status, under the Administrative Control of Ministry of Coal (MoC), Govt of India, is keen to develop an Environment, Social & Governance (ESG) Report that focuses on the various environment aspects (including, but not limited to: air, water, noise, forests and natural resources, greenhouse gas emissions, energy, solid waste management, hazardous waste management, green building codes, etc.), social (including, but not limited to: labor and child labor, occupational health and safety, fair wages and compensation, land acquisition, resettlement & rehabilitation, community health and safety, cultural heritage, etc.) and governance (Companies’ Act 2013, SEBI & RBI guidelines on corporate governance, prevention of corruption, etc.) and is aligned to meet the international standards on ESG, namely:

- The World Bank Group’s Environmental and Social Standards (2018),
- ADB’s Safeguards Policy Statement (SPS) 2009;
- Equator Principles, 2013;
- UN Global Compact;
- IFC’s Corporate Governance (CG) Development Framework.

Detailed Scope of Work:

I. Orientation & Improvement

a. Consultant is expected to develop a thorough understanding of CIL existing ESG framework and identify specific environmental, social and governance improvement based on the leading global practices.

b. Consultant is expected to screen the major ESG trends by identifying relevant sector specific trends and develop a maturity/improvement report by conducting a peer benchmarking to understand the existing scenario.

II. Stakeholder Engagement and Materiality Mapping Exercise:

a. Consultant should analyze existing process followed to engage with internal and external Stakeholders for material aspect identification and develop a stakeholder engagement process to carry out materiality mapping exercise.

- b.** Further, consultant should benchmark existing ESG related material topics in detail against that of regional and global players in the sector (to the extent online source is available).
- c.** Work with the Coal India's team to identify a comprehensive list of stakeholders and stakeholder groups and develop a priority matrix for stakeholders (since different stakeholders may have different level of impact and relevance for CIL).
- d.** Identify and agree with CIL team on initial list of topics that are relevant to the Company including environmental, social and governance impacts based on the findings of the earlier steps.
- e.** Develop survey questionnaire for materiality assessment and define scoring criteria. Conduct workshops for internal (viz. Senior level and board level executives of CIL) and external stakeholders (viz. lenders, customers, vendors, suppliers and others) to identify key concern areas and the expectations of the stakeholders. For stakeholders located in a foreign country viz. investors and suppliers, and those stakeholders who cannot attend the workshop in person, conduct consultations and obtain response to survey questionnaire through email and/or telephonic conference call.
- f.** Update the materiality map/ matrix after compiling survey responses from different stakeholders. Prepare and submit materiality-mapping report with complete methodology used and analysis of responses.
- g.** Develop a report and presentation on findings from materiality mapping exercise.

III. Data Collection: Developing Templates & Analysis:

- a.** Based on the material topics identified in the previous step, consultant is expected to create comprehensive data collection templates that are in line with The World Bank Group's Environmental and Social Standards (2018), ADB's Safeguards Policy Statement (SPS) 2009, Equator Principles, 2013, UN Global Compact, IFC's Corporate Governance (CG) Development Framework and any other similar relevant frameworks.
- b.** Consultant needs to appraise the data points to the CIL team and take their approval on the various proposed data pointers and develop comprehensive workable template in digital format to be circulated with various data owners. Consultant must develop a detailed guidance note on all the ESG parameters for easing the understanding of the data pointers.
- c.** Consultant is expected to help the CIL team in identifying the departments where data might be taken by understanding the overall organizational profile of CIL.
- d.** Consultant should conduct awareness sessions with key data owners and environment officers

with focus on disseminating information about the process to be followed for ESG disclosures. These awareness sessions should include one-to-one meetings with different data owners to understand existing data flow process from site to corporate sustainability team, explaining meaning of each indicator under ESG disclosure against which data is to be captured, facilitate participants in identification of relevant data sources and the procedure of data entry in sustainability reporting templates.

e. Consultant should engage with respective data owners for data collection and case studies on different reporting aspects by seeking assistance from department SPOC's and Coal India sustainability team.

f. While collecting data consultant should thoroughly check and scrutinize the data in detail and point out invalid data, wherever applicable and compile, collate, review and analyze data along with previous trends. Such trends should be used in developing infographics for the report. Any data inconsistency and data accuracy should be identified and communicated to the CIL team by taking logical tests and data accuracy tests as per applicable quantitative research methods. Data inconsistency and data validation related plan should be submitted to the CIL team for prior approval before being used for ensuring data validity.

IV .Prepare Draft ESG Report Including Design:

a. Consultant should develop draft ESG Report including case studies, write-ups and stories around various sustainability initiatives (journey on environment, social and economic areas) etc. and get the same reviewed and finalized with the CIL's corporate sustainability team.

Report shall also adhere to:

- ~ Templates regarding content and design of the ESG Report;
- ~ Robustness and timeliness of the data collection process;
- ~ Project management protocols.

b. The draft report should be copy edited and reviewed for any errors.

V. Finalized Report:

Consultant/external agency should develop a final report by incorporating changes suggested by relevant stakeholders. The final report should be submitted in 150 hard copies (high quality print outs) and high-resolution pdf/print ready copy in pen drive as detailed in point no. VI as below.

VI: Environmental Social & Governance (ESG) reports in English Version 100 copies & 50 copies in Hindi Version (Total 150 copies).

VII: Specification & Quality of Report:

300 GSM-Cover Page with lamination, Content 170 GSM, 04 color print for all pages & Offset printing of A4 sizes pages with perfect binding.

VIII. Time of completion: Eight weeks from the date of issue of work order.

For and On behalf of Coal India Ltd.,

**General Manager (Env)
Coal India Ltd., Kolkata**

Other Terms & Conditions**1. VALIDITY:**

The offer must remain valid for a period of 120 days from the date of opening of the Tender.

2. EARNEST MONEY DEPOSIT:

- a) The value of the Earnest Money (EMD) to be deposited by the tenderer shall be Rs. 28,400.00 (Twenty Eight Thousand Four Hundredonly).
- b) It is desirable that the amount of EMD should to be paid at least 2 days before the due date and time for submission of online offer, failing which the freezing of online bid may not be successful.
- c) The requisite EMD amount need to be submitted online ONLY through e-procurement portal by “Net Banking”/ or through NEFT by generating challan from e-procurement portal.
- d) In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. CIL e-Tendering portal facilitates online transaction for all major banks. In case of ‘NEFT’ EMD may be deposited through the challan generated by the system to the designated Bank A/C.
- e) The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.
- f) Freezing of Bid can be done only after completion of EMD submission process.
- g) If the net payment credited to CIL bank account, is found to be less than the stipulated EMD amount of the NIT, the Bid will not be accepted.
- h) Physical mode of payment i.e. Banker cheques or Demand drafts is not acceptable.
- i) The EMD of unsuccessful bidders will be refunded through e- payment, immediately after the bidder is declared unsuccessful. The bidders have to upload their Bank details / Mandate Form for e- payment.
- j) EMD shall be forfeited if any bidder withdraws their offer before finalization of the tender or withdraws the offer after submission of the offer at any point of time after opening of tender. For successful bidders, EMD shall be refunded after receipt and acceptance of ‘Security Deposit’.
- k) Earnest Money will not fetch any interest
- l) State/Central Government Organizations/PSUs, valid NSIC registered firms, valid Ancillary Units of the Purchaser (for the tendered items) and Micro and Small Enterprises [MSEs] are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting “yes” option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal].

Note: The offers submitted shall be considered valid only when EMD amount is received in CIL Account before the last date and time of submission of bid, otherwise the tender shall be treated as non-responsive, unless the bidder is exempted from submission of EMD.

3. Prices:

- i) The prices quoted shall remain FIRM till completion of the contract.
- ii) Prices should be quoted as per Price- Bid Format given in **Annexure-4**.
- iii) Landed price will be computed by adding applicable GST

A. Goods & Services Tax (GST):

- a) GST will be paid extra as per prevailing rules on the total charges. The legally applicable GST should be clearly mentioned in the BOQ (Part-II). If no mention is made about GST, it will be presumed to be NIL and no claim for that will be entertained in future.
- b) The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.
- c) The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.
- d) Composition Scheme: Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding.
- e) GST registration No. shall have to be indicated in the offer unless exempted.

B. Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible.

NOTE:

- (i) Rate of GST to be indicated in the BOQ/ Price bid.
- (ii) Percentage/Specified amount of Taxes and duties, legally leviable shall be clearly mentioned otherwise offer is liable for rejection.
- (iii) Conditional Discount/Quantity Discount/Cash Discount will not be considered for tender evaluation purpose.
- (iv) In case any new Tax becomes payable additionally or replacing any of the existing Taxes and Duties, it shall be admissible during the contractual delivery period based on the documentary evidence.

4. Evaluation of bids:

Tender Evaluation:

- a. After opening of bid, the documents submitted by L-1 bidder(after considering the MSE and Purchase Preference clause of NIT)in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- b. In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online then the same will be specified online by evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on his personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The L-1 bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from L-1 Bidder. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a work order without its completion / performance certificate, the certificate related to that work order can be asked for and considered. However, no new work order shall be asked for and considered so as to qualify the bidder.
- c. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- d. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- e. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.
- f. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled.
- g. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. ‘a’ to ‘e’ above.
- h. The process as mentioned at Clause ‘g’ shall be repeated till the work is either awarded or all the eligible bidders are exhausted.

- i. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.
- j. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/Subsidiary.

5. **Work Order:** On acceptance of the tender, a formal work order will be issued.

6. **SECURITY/ PERFORMANCE GUARANTEE DEPOSIT:**

- a. The successful tenderer will be required to deposit as Security Money/ Performance Guarantee deposit equivalent to 10% of the total value of the order including all payable taxes and duties without having any ceiling in the form of Bank Draft/Bank Guarantee valid till 3 months from the date of completion of contract towards successful performance of the contract.
- b. Performance Guarantee deposit shall be refunded within 30 days of successful completion & acceptance of ESG report.
- c. The Security Deposit/ Performance Guarantee deposit if submitted in the form of Bank Guarantee shall be issued by a scheduled Bank on SFMS platform and shall be irrevocable and unconditional and CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and CIL pending before the court, tribunal, arbitrator or any other authority. The issuing bank will have to send the BG details through SFMS to our bank, the details of which are as below:-

Name of Bank : ICICI Bank
Branch name : Rasoi Court
IFSC Code : ICIC0000006
Account No. : 000651000038
Customer ID : 066312

The Bank Guarantee shall remain valid till successful completion & acceptance of ESG report.
The format for Security Deposit Bank Guarantee is enclosed as **Annexure-5**.

- d. Security Money will not fetch any interest.

7. **Mode of payment:**

- a) The payment shall be made within 21 days from the date of successful completion of the Job and on issuance of completion certificate from the accepting authority. The payment will be made through Electronic System for which bidder are requested to attach scanned copy of their Bank Details, duly endorsed by the concerned bank, in the format enclosed as Annexure-6 in their offer.

The scanned copy of the above Documents should be uploaded in the Folder named "COMMERCIAL DOCS" provided in the e procurement portal.

- b) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of Coal India Limited. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

- c) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the CIL could be able to avail Input tax credit of such CGST, GST, IGST, GST (Compensation to State) Cess reflected in the invoice.
 - d) If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to CIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & Cess paid based on such Tax invoice shall be recovered by the CIL from the current bills or any other dues of the supplier.
 - e) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of the CIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
 - f) In the event of any additional tax liability accruing on the supplier due to classification issue or for any other reason, the liability of CIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
 - g) In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
 - h) GST shall also be levied on penalties, if applicable.
8. **Submission of documents for payment:** The following documents need to be submitted to the paying authority for payment:
- 1. Tax Invoice
 - 2. Job completion certificate issued by GM (Env), CIL, Kolkata
 - 3. Any other document indicated in the work order

9. **Accepting Authority:**

GM (Environment)/HOD, Coal India Ltd., Premises No. 04, Plot no. AF-III, Action Area 1A, New Town, Kolkata – 700 156.

10. **Paying Authority**

GM (Finance), Coal India Ltd., Premises No. 04, Plot no. AF-III, Action Area 1A, New Town, Kolkata – 700 156.

11. **Liquidated Damages**

The completion of report in time is the essence of this contract. If Consultant fails to submit final report or fail to perform the services within the periods specified in the contract, the

CIL shall without prejudice to its other remedies under the contract, deduct from the service fee payable, as liquidated damages, a sum equivalent to half percent (0.5%) of the contract price per week or part thereof of delay until successful acceptance up to a maximum deduction of 10% of the contract price.

- 12 The bidder shall confirm the following declaration in the Part-1 (General Technical Evaluation Sheet) of their offer:-

“I/We, hereby confirm that I/We am/are not blacklisted / debarred / banned by any Central PSU or Government Ministry, Department in India as on the date of bidding.”.

If this declaration is not given, the bid may be rejected as non-responsive.

The scanned copy of the above and relevant documents should be uploaded in the Folder named “COMMERCIAL DOCS” provided in the e procurement portal

13. The bidder shall confirm in the Part-1 (General Technical Evaluation Sheet) that they accept all the Terms and Conditions of the NIT Unconditionally.

14. **Force Majeure:**

If the execution of the contract is delayed beyond the period stipulated in the contract as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the purchaser may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

15. **Termination of Contract:**

- a) Either party can terminate the agreement with three months' notice in writing for non-performance of any of the articles of this agreement by the other party or for any other reasons.
- b) In the event of termination of agreement for any reasons, or in the event the successful bidder is discharged of its obligations as per the provisions of the agreement, no sum other than the amounts outstanding towards balance committed period (i.e. three months from the date of termination notice served provided service was rendered) under this agreement shall be payable by the Customer.

16. **Firm Price**

Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.

17. **Limitation Of Liabilities:**

- (i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this order, loss of goodwill or profits, lost business however characterized, any/ or from any other remote cause whatsoever.
- (ii) The service provider shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this order.
- (i) However, the limitation of liability shall not be applicable for any breach of statutory loss, third party intellectual property infringement or for any breach of confidentiality terms. It will also not be applicable in cases of criminal negligence or willful misconduct.

18. The settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprises (s) and Govt. (s) Deptt.(s) will be guided by the procedure and guidelines issued by Department of Public Enterprises vide circular reference No. F. NO. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

19. SETTLEMENT OF DISPUTES THROUGH ARBITRATION.

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

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

Sole Arbitration:

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

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

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

The venue of arbitration shall be the place from which the contract is issued.

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

20. DOCUMENTS TO BE UPLOADED ALONGWITH PART-I

The bidder will upload the scanned copy of self-certified and attested by notary public, if required of all the specified documents in support of the information/declarations furnished by them on-line along with their online offer.

A. Eligibility Criteria:-Documents as per Table 1 Minimum Qualification Requirement (MQR) in clause 8 of NIT

B. Other documents to be attached with online offer:-

The bidder shall upload the scanned copies of the following documents in PDF form, duly filled- in, signed and notarized, if required, along with their online offer:-

1. Letter of Bid - As per **Annexure-3A**
2. Authorization to DSC holder - As per **Annexure-3B**
3. Bidder Details- **As per Annexure-3C**
4. Bank Details for electronic payment - **As per Annexure-6**
5. Documents required as per Eligibility Criteria
6. Other Documents/Certificates/ Declarations as asked for in various clauses of tender document.

On behalf of Coal India Ltd.,

**General Manager (Env)
Coal India Ltd., Kolkata**

Letter of Bid (LOB)

To,
The General Manager (Env)
Coal India Limited,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156,
India

Dear Sirs,

Sub: Tender No. ----- dated -----.

1. Having examined the Bid Documents including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s offer to supply and deliver (description of Goods) vide our offer No.....datedin conformity with the said Bid Documents.
2. I/We confirm to accept all terms and conditions contained in the tender document unconditionally. We also confirm that there is no deviation in our offer.
3. I/We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. I/We confirm that until a formal order is executed or Supply Order is issued, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. I/We understand that you are not bound to accept the lowest or any bid you may receive.
6. I/We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. I/We confirm that all information/ documents / credentials submitted along with the offer are genuine, authentic, true, valid and complete in every respect.
8. I/We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.
9. I/We, hereby confirm that I/We am/are not blacklisted / debarred / banned by any Central PSU or Government Ministry, Department in India as on the date of bidding.

Dated this _____ day of _____ 201_

Signature _____

Name _____

Designation _____

Duly Authorised to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder along with the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India.
3. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-8]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

**Format for Authorisation to DSC holder Bidding Online by the person who has signed
Letter of Bid**

(On NON JUDICIAL STAMP PAPER)

I/We do hereby authorise M/s/Mr/..... Address
..... for online bidding on behalf of us for the e-tenders invited by
CIL on www.coalindiatenders.gov.in.

Name, Signature & Seal of the person who has signed Letter of Bid
and is Authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

Details of Bidder

Sl.	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of Bidder	
3	Registered office address of the Bidder	
4	Phone /fax/email id of registered office	
5	Contact person name & designation	
6	Phone /Cell no/email id of contact person	
7	Nature of company (PSU/Joint venture/Private)	
8	Ownership details of the bidder's firm (Proprietorship / Partnership/ Joint stock co/others)	
9	Name and address of the owners/Board of directors	
10	Name and address of banker	
11	Bank account number	
12	IFSC code	
13	PAN of company	
14	GST No	

NOTE:-The bidder is required to furnish the details as above duly signed and stamped on their letterhead as part of its offer. If no information is applicable against any serial number, please mention – Not Applicable.

The scanned copy of the above details should be uploaded in the Folder named “COMMERCIAL DOCS” provided in the e procurement portal.

BOQ Format

Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in %	GST in Rs. P	Total Amount with GST in Rs. P
Preparation of a report on "Environment, Social & Governance (ESG) Framenwork and Management System for Coal India Limited for the Year 2019-20"			0.00	0.0000

Format for Performance Bank Guarantee

..... (Name & address of the Purchaser)
..... Company)

Re: Bank Guarantee in respect of Agreement dated Day of.....2020
between.....(Name of Purchaser Company) and.....
(Name of Supplier Company)

Messersa company / Firm having its office at No.hereinafter called the Contractor has entered into the said agreement dated..... (Herein after called 'the said agreement') with..... (Name of the successful bidder) hereinafter called (the company) for *Preparation of an Environment, Social & Governance (ESG) Framework and Management System* for CIL for the year 2019-20 amounting to Rs.on the terms and conditions contained in the said agreement.

It has been agreed that(.....percent) payment of the value of for *Preparation of an Environment, Social & Governance (ESG) Framework and Management System* for CIL for the year 2019-20 will be made to the successful bidder in terms of the said agreement on successful bidder furnishing to the company a bank guarantee for the sum of Rs. as security for due repayment of the said sum in terms of the said agreement, and also interest as there in provided.

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

We.....(Name of the Bank)(hereinafter called' the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said agreement regarding repayment of the said sum of Rsor any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations there under, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs.....or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

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

We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the.....day of..... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual

agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the..... day ofand unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

Place.....

Signature of the authorised person

For and on behalf of the Bank.

Format for Bank Details for electronic payment

To
M/s. Coal India Ltd.,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156.

Dear Sir,

Sub: Authorization of all our payments through Electronic
Fund Transfer system/RTGS/NEFT.

We hereby authorize Coal India Ltd. to disburse all our payments through Electronic Fund Transfer system/RTGS/NEFT. The details for facilitating the payment are given below:

1	Name of the Beneficiary, address with Telephone No.	
2	Bank name, address with Telephone No.	
3	Branch name & code	
4	Bank account number with style of account (Savings/Current)	
5	IFSC Code No. of the Bank	
6	PAN No. of the Beneficiary	
7	E-Mail No. and Mobile No. of the Beneficiary for intimation of release of payment.	

I/We hereby declare that particulars given above are correct and complete and if the transaction is delayed or credit is not effected due to incorrect information, I/we will not hold Coal India Ltd. responsible.

Authorized Signatory
Name:
Official Stamp with date

Bank Certification

It is certified that above mentioned beneficiary holds a Bank Account No. with our branch and the Bank particulars mentioned above are correct.

Authorized Signatory
Name:
Official Stamp with date

General Technical Evaluation Sheet (GTE)

Sl. No.	General Technical Points as per E-Bid document	Response of Bidders
1	I/We, hereby confirm that I/We am/are not blacklisted / debarred / banned by any Central PSU or Government Ministry, Department in India as on the date of bidding as per clause 12 of Annexure 2.	Yes/ No
2.	Whether bidder possess documents to prove eligibility as per clause 8 of NIT and desired documents have been uploaded.	Yes/No.
3.	Confirmation of possessing the Permanent Account Number (PAN), issued by Income Tax dept., Govt. of India.	Yes/No
4.	Documents to prove legal status uploaded or not, as per clause 8 of NIT	Yes/No
5.	Documents to prove GST Registration uploaded or not, as per clause 8 of NIT	Yes/ No
6.	Whether the Bidder have successfully completed at least 01 report related to Strategic Plan/Vision/Policy Document for any Central/State PSU or Government Ministry/Department in the field of mining sector during the period of Seven (7) years from the last date of the month preceding the month in which this NIT is published.	Yes/ No
7.	Whether the bidder have successfully completed at least Five (05) Sustainability/ESG reports during the period of Seven (7) years from the last date of the month preceding the month in which this NIT is published. Out of above minimum Five (05), at least (02) assignments should be with Central PSUs' in India.	Yes/No
8.	Whether the bidder is claiming MSE benefit as per clause 28 of ITB	Yes/No
9.	The bidder shall confirm in the Part-1 (General Technical Evaluation Sheet) that they accept all the Terms and Conditions of the NIT Unconditionally.	Yes/No