

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687760486075

अनुबंध तिथि | Contract Generated Date : 03-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4501971](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : Materials Management संगठन का नाम Organisation Name : Central Coalfields Limited कार्यालय क्षेत्र Office Zone : Central Coalfields Limited	पद Designation : Manager Civil and SO Civil संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : b.bihari@nic.in जीएसटीआईएन GSTIN : - पता Address : Akashdeep Building, GM office Main Road, Dakra, Khalari, Ranchi, Jharkhand, 829210, RANCHI, JHARKHAND-829210, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : General Managaer, Amrapali-Chandragupta Area वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Area वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Area	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Accountant ईमेल आईडी Email ID : shyamsundard412@gmail.com जीएसटीआईएन GSTIN : 20AAACC7476RHZT पता Address : Office of General Manager, Magadh Amrapali Area, Akashdeep, PO Dakra, Hazaribag, JHARKHAND-829210, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : b.bihari@nic.in जीएसटीआईएन GSTIN : - पता Address : Akashdeep Building, GM office Main Road, Dakra, Khalari, Ranchi, Jharkhand, 829210, RANCHI, JHARKHAND-829210, India	Hiring of Consultancy Services - Percentage based - Subject Matter Experts, preparation of Integrated SiteSpecific wildlife management plan; Forest and Environment; Yes; Hybrid(As specified in scope of work)

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : MKYD200001890192 कंपनी का नाम Company Name : ECO CONSULTANT SERVICES संपर्क नंबर Contact No. : 07007124662 ईमेल आईडी Email ID : ecocs2008@gmail.com पता Address : 201, 2ND FLOOR, TRINITY SQUARE, BADSHAH NAGAR METRO STATION, Lucknow, UTTAR PRADESH-226006, - एमएसएमई चंजीकरण संख्या MSME Registration number : UDYAM-UP-50-0023506 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 09AAGFE1347L1Z9	

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण Service Details	
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सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 10-Feb-2024 सेवा समाप्ति तिथि | Service End Date : 24-Mar-2024

श्रेणी नाम | Category Name : Hiring of Consultancy Services - Percentage based

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Quantity	Consultancy Charges in Percentage of Project Value
Deployment of Consultants/Resource	1	63
Consulting Category/ Stream		
Consultant's Profile		
Proof of Concept (POC) Required		
Estimated Value of Project to be Managed		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Consultancy Charges in Percentage of Project Value*Estimated Value of Project to be Managed/100)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	282120.3
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कुल एडऑन मूल्य Total Addon Value(INR)			0	
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)			282120.3	
कर द्विभाजन Tax Bifurcation				
विशिष्ट Particular	जीएसटी GST (18%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%)
Hiring of Consultancy Services - Percentage based	43035.3	0	43035.3	0
अनुबंध की राशि Amount of Contract				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)			282120.3	
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link				
एसएलए विवरण SLA Details				
<p>SPECIAL TERMS AND CONDITIONS FOR</p> <p>HIRING OF CONSULTANTS – MILESTONE/DELIVERABLE BASED</p>				
<p>A. All Hiring of Consultants – Milestone/Deliverable based service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <ol style="list-style-type: none"> I. General terms and conditions for Goods and Services. ("GTC") II. Service-specific terms and conditions ("STC") contained in this document III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede GTC, whenever there are any conflicting provisions.</p> <p>C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations, and terms and conditions of all services covered as mutually understood by the stakeholders.</p>				
1. Objectives and Goal				
<p>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties <input type="checkbox"/> Present a clear, concise, and measurable description of services offered to the Buyer <input type="checkbox"/> Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified <input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons <p>This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p>				
2. Stakeholders				
<p>The main stakeholders associated are:</p> <p>Buyer: The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms</p> <p>Service Provider: The Service Provider is responsible to provide all the required services in a timely manner. The Service Provider may also include the seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deductions in case of non-adherence to the defined terms and conditions.</p>				
3. Service Scope				
<p>The scope of "Hiring of Consultant Services" is to submit specific deliverables as required by the buyer and to perform the scope of service/stated objective. The service offering is based on a milestone basis as defined by the buyer, where payment to the service provider is tied to the successful completion of each milestone. An indicative list of deliverables that resources of Service Providers will be required to undertake are as follows but are not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Organization Strategy and/or growth plans <input type="checkbox"/> Vision documents <input type="checkbox"/> HR advisory and related reports covering organization structure, reforms <input type="checkbox"/> Financial/PPP advisory-related feasibility reports <input type="checkbox"/> DPR, RFP Preparation & Bid process management <input type="checkbox"/> Platform Architecture and IT strategy <input type="checkbox"/> Cybersecurity services <input type="checkbox"/> Software Solution blueprints including analysis for compute, storage, virtualization, etc <input type="checkbox"/> BRD and FRS preparation 				
4. Terms and Conditions				
4.1 Buyer's Obligations				
<ol style="list-style-type: none"> i. The Buyer shall nominate a nodal officer from its organization to coordinate with the service provider to facilitate approvals, sharing of data, etc. ii. Any documentation/guidelines with respect to the scope of the project and necessary work permits to access buyers' premises are to be provided by the buyer. The buyer agrees shall provide (or cause others to so provide) Information, resources, and assistance (including access to records, systems, premises, and people) that the service provider is required to perform the services. iii. The Buyer shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them. iv. Buyer must define the methodology for the measurement of executed project value during bid creation, based on which invoicing & payment shall be done. 				
4.2 Service Provider's Obligations				
<ol style="list-style-type: none"> i. The Service Provider would be required to staff sufficient and qualified personnel and subject matter experts, capable of delivering the Buyer's objectives. The service provider will provide the services using reasonable skill and care and/or in accordance with applicable professional standards. ii. The Service Provider shall designate a Coordinator who will be responsible for maintaining regular contact with the Buyer Department to ensure that the best possible 				

- services of the people deployed are provided without interruption.
- iii. If required by the Buyer, the Service Provider / Consulting firms shall provide suitable documentary proof for the qualifications and experience of the personnel deployed by them. The biodata, qualification, and experience of the personnel deployed with the Buyer should be certified by the Service Provider for subsequent verification by the buyer on a case-to-case basis.
 - iv. The Service Provider shall provide consulting Services at Buyer's premises / offsite as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
 - v. If required by the Buyer, employees of the Service Provider may be required to sign a Non-disclosure Agreement/Integrity Pact.
 - vi. The Service Provider agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the confidential/sensitive information. The Service Provider shall immediately notify the Buyer, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential/sensitive information.
 - vii. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take the oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
 - viii. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Buyer.
 - ix. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, by-laws, regulations, rules, standards, recommended practices, etc, and no liability in this regard will be attached to the Buyer.
 - x. The Service Provider shall be fully responsible for the acts of their representatives/consultants/ team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members/ consultants. The Buyer shall not be responsible for any claim from any consultant/team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
 - xi. Intellectual Property
 - i. All documents, drawings, samples, data, associated correspondence, or other information furnished by or on behalf of the Buyer to the Service Provider and/or collected by the Service Provider to perform the services under and/or in connection with this contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Buyer and shall not, without the prior written consent of Buyer, neither be divulged by the Service Provider to any third party nor be used by the Service Provider for any purpose other than the services and work required for the performance of this Contract.
 - ii. All rights to any intellectual property conceived or produced by the Consultant for the Buyer in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports, or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Buyer from the date that property is created or developed and the Consultant waives in favor of the Buyer any moral rights that the Consultant may have.
 - iii. Existing intellectual property: it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know-how, methods, techniques, skills, knowledge, and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.
 - iv. On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Buyer all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Buyer.

4.3 Special Terms and Conditions

- i. All deliverables are intended for the Buyer's use in accordance with the applicable Statement of Work or Scope of Work under which they are provided.
- ii. The relationship between the buyer and the service provider under this agreement is that of a principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, neither the service provider nor the personnel of the service provider shall become the employee of the buyer under this Agreement. The buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that the buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The service provider shall make them known about this position in writing before deploying the personnel to the buyer's site. The buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the service provider or its employees.

5. Payment Schedule

- i. The Payment procedure shall be as specified in the General Terms and Conditions (GTC) of GeM.
- ii. Payment schedule to be as per payment terms specified in the bid document.

6. Formula used

Total Price = A*B/100

A = Total Value of the Project to be Managed

B = Consultancy charge in the percentage of Project Value (quoted by bidder)

Any price break-up required by the Buyer may be uploaded.

7. Deductions

Buyer may impose the below deductions in case of deviation from the contract conditions:

#	Service level agreement	Deductions
1.	Delay in commencement of work	Every week of a delay from the scheduled date of commencement of work will attract a penalty of 0.1% of the total contract value
2.	Delay in submission of deliverables(milestones) as per agreed timelines	0.1% of the total contract value for the delay of each week
3.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period	Termination of contract at the discretion of the Buyer

Any further terms & conditions for imposing any deductions must be defined in the bid document clearly by the buyer.

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Detail of the Project to be managed by Service Provider : [click here](#)
2. Profile of Consultants : [click here](#)
3. Methodology for Measurement of executed Project Value, to be used for Invoicing : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [BOQ](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic.

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.3 Purchase Preference (State):

Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority whose credentials are validated online through Udyog Aadhaar/URC for that product category. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15 Quoted price as percentage margin of purchase preference/price} % of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100 % of total value as defined/ decided in relevant policy.

2.4 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.5 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.6 Payment:

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.7 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

CCL, AMRAPALI & CHANDRAGUPTA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit,

the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.8 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

CCL, AMRAPALI & CHANDRAGUPTA

Account No.

498221110000005

IFSC Code

BKID0004982

Bank Name

BANK OF INDIA

Branch address

BACHRA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.9 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment [Click here to view the file.](#)

2.10 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

2.11 Buyer Added Bid Specific SLA:

Text Clause(s)

Eligibility Criteria:

A. Permanent Account Number(PAN) :

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of valid Permanent Account Number (PAN) card issued by Income tax department, Govt of India.

Scanned copy of documents to be uploaded by bidders (As Per CHECK LIST)

B. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of supporting document in respect of GST.

The following documents depending upon the status w.r.t GST is required to be submitted by bidder:

a) Status: GST Registered Bidder under regular scheme .

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

b) Status: GST Registered Bidder under composition scheme.

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

c) Status: GST unregistered bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules of India.

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

Scanned copy of documents to be uploaded by bidders (As Per CHECK LIST)

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

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

C. 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.

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 bidders are required to upload supporting document as per CHECK LIST.

Note: -

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either 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 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.

9. Submission of Bid:

a(i). In order to submit the Bid, the sellers (i.e. bidders) have to get themselves registered online on the website of Government eMarket place (GeM Portal) i.e. at <https://gem.gov.in> (Refer **Training Module** section available at GeM Portal for guidance). The online Registration of the Sellers (i.e., Bidders) on the GeM portal will be free of cost and one-time activity only. The registration should be in the name of Seller/bidder.

ii). The bidders have to accept unconditionally all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

b. General Technical Evaluation (GTE) and Other Important Documents:

i) **GENERAL TECHNICAL EVALUATION (GTE) DOCUMENT:** The bidders have to accept unconditionally in GTE (General Technical Evaluation) (as mentioned in Annexure-VII), the following documents:

1. The Provisions of Undertaking as provided at Annexure II regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria.

2. The provisions of Letter of Bid (LoB) as provided at Annexure I.

The acceptance of above GTE document as detailed in Annexure-VII is required to be uploaded under **“Certificate (Requested in ATC)”**.

ii. **OTHER IMPORTANT DOCUMENTS (OID) (Not to be recycled):** The Bidder has to upload the following documents during bid submission against **“Additional Doc 1 (Requested in ATC)”** and accept unconditionally in GTE (General Technical Evaluation) and no recycling will be done for these documents:-

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished in GTE(Annexure-VII) by the bidder against Eligibility Criteria (OTHER IMPORTANT DOCUMENTS)
1	<p>Other Important Documents (OID)</p> <p>PAN, GST & LEGAL STATUS</p> <p>(Not to be recycled)</p>	<p>i. Document for PAN: Valid PAN card issued by Income Tax department, Govt. of India.</p> <p>ii) Document for GST:</p> <p>The bidder should be either GST Registered Bidder under regular scheme</p> <p style="text-align: center;">OR</p> <p>GST Registered Bidder under composition scheme</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">GST unregistered Bidder</p> <p>The following documents depending upon the status of Bidder:</p> <p>Status: GST Registered Bidder under regular scheme</p> <p>Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p> <p>Status: GST Registered Bidder under composition scheme.</p> <p>Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India.</p>

Status: GST unregistered bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules of India.

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

iii) Document for LEGAL STATUS:

Affidavit or any other document to prove Proprietorship/Individual status of the bidder.

Partnership deed containing name of partners Memorandum & Article of Association with certificate of incorporation containing name of bidder.

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 1: Bidder has to upload Valid PAN, GST Document and Legal Status document against "Additional Doc 1 (Requested in ATC)" section available under 'Documents required from seller' by merging these 3 documents into one document.

NOTE 2: Information related to PAN, GST Registration & Legal Status applicable to Bidder, if available on GeM Portal or GST Portal shall be considered for evaluation in case the bidder fails to submit any of these documents regarding the same.

NOTE 3: No recycling shall be done for the documents related to PAN, GST and Legal status of the bidder(s).

c. Confirmatory Documents: (**CHECK LIST**): All the confirmatory documents as enlisted in the NIT in support of information submitted by the bidder are to be uploaded against "Document Required from Seller" section on GeM Portal by the bidder while submitting his/her/their bid. Also no recycling will be done for these documents and i.e. if the documents online are not as per NIT then the bid shall be rejected and no further clarification will be sought from bidder

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished in GTE(Annexure-VI I) by the bidder against Eligibility Criteria
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(CONFIRMATORY DOCUMENTS)		
1.	UNDERTAKING	<p>Document for Undertaking: Undertaking regarding relatives as employees of company, Registration with CMPF /EPF authorities, Banning/ Delisting of Bidder, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per the format given in the bid document at Annexure III.</p> <p>NOTE: Upload duly filled-in and signed Undertaking against "Additional Doc 1 (Requested in ATC)" section available under 'Documents required from seller'.</p>
2	GENERAL TECHNICAL EVALUATION SHEET	<p>Scanned copy of duly furnished Annexure - VII to be uploaded by bidder in "Certificate (Requested in ATC)"</p>

c. **LOB and UNDERTAKING (Genuineness):** The provisions of Letter of Bid (LOB) and undertaking regarding genuineness of the information provided as [Annexure - I & II](#) shall be part of Tender Document. Only those bidder(s) are allowed to participate in bidding through GeM Portal i.e. <https://gem.gov.in> who accepts the provisions of above stated Letter of Bid (LOB) and Undertaking regarding genuineness provided as Annexure-I & II.

d. **PRICE BID:** The bidder is required to quote their RATE including Goods & Services Tax (GST) and other applicable taxes, charges, etc, as applicable on LUMPSUM Basis as per the Scope of Work and considering the other provisions of Tender Document.

NOTE 1: Bidder is also required to upload the PRICE BREAKUP as per the format provided as Annexure-IV at the time of submission of bid against "Financial Document Indicating Price Breakup required" section.

NOTE 2: Further, In case any bidder fails to submit required PRICE BREAKUP as mentioned in the above NOTE 1 or in case the PRICE BREAKUP submitted is not acceptable to CCL, the bidder who will become L-1 shall submit PRICE BREAKUP of their offered prices as per the format provided as Annexure-IV at the request of buyer only after opening of price bid through their registered eMail ID on GeM portal which shall be considered part of contract.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.