

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687733125770

अनुबंध तिथि | Contract Generated Date : 27-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4724800](#)

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 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : sm.bhaskar@nic.in जीएसटीआईएन GSTIN : - पता Address : GM Office Magadh Sanghamitra Area CCL. P.O. Bachra, CHATRA, JHARKHAND-829201, 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 Manager, Magadh Sanghamitra Area वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Area Finance Manager, MS Area.	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager Finance ईमेल आईडी Email ID : nagamalla.swamy@nic.in जीएसटीआईएन GSTIN : 20AAACC7476RHZT पता Address: GM Office Magadh Sanghamitra Area CCL. P.O. Bachra, Chatra, JHARKHAND-829201, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 21 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

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 : sm.bhaskar@nic.in जीएसटीआईएन GSTIN : - पता Address : GM Office Magadh Sanghamitra Area CCL. P.O. Bachra, CHATRA, JHARKHAND-829201, India	Custom Bid for Services - Production of 3D animation Film of 3 minutes of a fatel accident in Magadh OCP of MS Area CCL

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : R8U1240010906206 कंपनी का नाम Company Name : REFLECTICK संपर्क नंबर Contact No. : 08960266242 ईमेल आईडी Email ID : nitingupta28896@gmail.com पता Address : Sisendi Bypass,Lucknow, Mohanlalganj, UTTAR PRADESH-226301, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-50-0025059 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 09CIOPG8195A2ZX

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

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 03-Apr-2024

सेवा समाप्ति तिथि | Service End Date : 02-May-2024

श्रेणी नाम | Category Name : Custom Bid for Services

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Production of 3D animation Film of 3 minutes of a fatel accident in Magadh OCP of MS Area CCL	1	80000
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

कुल राशि (सूत्र) | Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)

80000

कुल ऐडऑन मूल्य | Total Addon Value(INR)

0

ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	80000
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	80000
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक Price Break up offered Document link	
एसएलए विवरण SLA Details	
<p>Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> 1. General Terms and Conditions for Goods and Services; 2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document , <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p>Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none"> 1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties 2. Present a clear, concise and measurable description of service offered to the buyer 3. 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 4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons 5. The agreement 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. The agreement can also be revised/ modified on mutual consent of the stakeholders. <p>Parties To The Agreement</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed. 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.</p> <p>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</p> <p>Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"> ● "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described . ● Make sure that specifications are endorsed by key stakeholders . ● Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery . ● The scope of work should mention what the outcome is based upon – time or material? ● A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables . ● The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it. ● The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises . ● Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT" <p>Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p>Price Variation Clause:</p> <p>"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p>	
अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार Additional Required Data/Document(s) : Buyer	
<ol style="list-style-type: none"> 1. Scope of Work : click here 2. Service Level Agreement (SLA) : click here 3. Payment Terms : click here 4. GEM Availability Report (GAR) : click here 5. Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid) click here 	

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
3. Compliance Documents In Respect Of Sow Etc : [click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise : [click here](#)
5. Compliance Document In Respect Of Approach & Methodology : [click here](#)
6. Compliance Documents In Respect Of Specification And Standard Of Services : [click here](#)
7. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity : [click here](#)
8. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
9. Compliance Document In Respect Of Certification Of Resources . : [click here](#)
10. Any Other Documents As Per Bid (i) : [click here](#)
11. Any Other Documents As Per Bid (ii) : [click here](#)
12. Any Other Documents As Per Bid (iii) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%) :

NA

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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

BID SPECIFIC ADDITIONAL TERMS & CONDITIONS

A. INSTRUCTION TO BIDDERS:

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Scanned copies of following documents as per requirements of the bid may be submitted while submitting the offer online.

1. Scanned copy of EMD required to be submitted by bidders in the form of Bank Guarantee/DD/NEFT/RTGS Receipt on GeM portal in the prescribed format which shall be uploaded by the Seller/Bidder in online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening . (Copy of SFMS by issuing bank should also be submitted along with hard copy of the Bank Guarantee, in case of Bank Guarantee preferred for submission of EMD).
2. As per the latest directives of Govt. of India EM-Part II or UAM registered bidders have to mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate valid as on Bid Opening date are to be submitted for claiming MSE preference/EMD exemption. Ensuring submission of valid and authentic UDYAM certificate will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/ misleading/ incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.
3. Bidder shall ensure that all the documents submitted by them are valid on bid opening date.

B. EVALUATION OF BID/ SHORT FALL DOCUMENTS:

1. Offer of L-1 Bidder will first be scrutinized to see whether L-1 Bidder meet the basic requirements as incorporated in the bid document.
2. Tender Committee will determine the Techno-commercial acceptability of the L-1 bidder on the basis of the original offer and subsequent clarifications/confirmation, if any.
3. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from the subsequent bidders, if required. For shortfall/clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 7 (SEVEN) days only. Non receipt of communication from GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload

d and submit the requested documents, if any, within the specified period.

4. Bidders are hereby informed that all correspondence with them during the pre-contract stage shall be without any commitment whatsoever, at this stage. CCL reserves the right to verify any of the documents uploaded by the bidder at any stage.

NOTE: The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC.

C. **VALIDITY OF OFFER:** The offer should be valid as per provisions of GeM, from the end date of bid submission as specified in the bid document. During the Tender evaluation process, if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and Seller/Service Provider.

D. **PRICE/PAYMENT TERMS:** Payment shall be made by the Company regularly every month against claims bills to be submitted by the contractor. The Company shall be free to make any deduction from the bills. The quantum of deduction shall be solely the prerogative and discretion of the Company.

E. **PAYING AUTHORITY:** General Manager (Magadh Sanghmitra Area), Central Coalfields Limited.

F. **SUBMISSION OF SECURITY DEPOSIT:** Security Deposit shall consist of two parts:

- a. Performance Security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The Security Deposit shall bear no interest.

i) Performance Security (first part of Security Deposit) shall be 3% of CONTRACT VALUE must be submitted within 21 days of award of contract on GeM by the successful bidder as per system generated ePBG or in the form of Fixed Deposit Receipt (FDR) or Demand Draft (DD). FDR should be pledged in the name of beneficiary. **FDR stipulated by the owner should be duly pledged in favor of owner and Demand Draft (DD) should be drawn in favour of Magadh Sanghmitra Area Central Coalfields Ltd on any Scheduled Bank payable at its Branch at Bachra.**

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

Note: - Additional Performance Security will be applicable for bidders quoting very low amount.

If the Bid of successful L-1 bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract. **Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the Owner. The amount of such additional performance security shall be the difference between 85% of the owners justified price and quoted price.**

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/NBO, and shall be binding on the bidder. Additional Performance security (APS) shall be furnished within 21 days of issuance of LOA by the successful bidder. Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earn-est money. Additionally, the company shall ban such defaulting contractor from participating in future Tenders in concerned Subsidiary/CIL HO for a period of minimum one year from the date of issue of such letter.

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

This additional performance security will not carry any interest and shall be released in the following Manner

- 1. 30% of Additional performance security will be released after 60% of the total work is completed.**
- 2. 50% of Additional performance security will be released after 80% of the total work is completed.**
- 3. 100% of Additional performance security will be released after total work is complete. Additional performance security may be furnished in the shape of BG or any of the forms as applicable for**

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

G. CHECK LIST for Technical Documents (To be uploaded by all the Bidders):

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

i) The bidders have to accept unconditionally in GTE (General Technical Evaluation), the Undertaking 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 & Letter of Bid at Annexure I.

ii. OTHER IMPORTANT DOCUMENTS (OID) **(Not to be recycled):** The Bidder has to upload the following documents during bid submission against "Additional Doc 4 (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-VI) 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 style="text-align: center;">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>a) Status: GST Registered Bidder under regular scheme</p> <p style="padding-left: 40px;">Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India</p> <p>b) Status: GST Registered Bidder under composition scheme.</p> <p style="padding-left: 40px;">Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India</p> <p>c) Status: GST unregistered bidder:</p> <p style="padding-left: 40px;">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.</p>

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:

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- i. Affidavit or any other document to prove Proprietorship/Individual status of the bidder.
- ii. Partnership deed containing name of partners
- iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

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.

NOTE 1: Bidder has to upload Valid PAN, GST Document and Legal Status document against **"Additional Doc 4 (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).

b. Confirmatory Documents: (CHECK LIST): All the confirmatory documents as enlisted in the NIT /GeM Bid Document 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.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished in GTE (Annexure-V I) by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1.	<p>WORK EXPERIENCE</p> <p><i>(Ref. Clause No.8(A) of NIT)</i></p> <p>-</p> <p>(Not Applicable for ECV < ₹ 50 Lakhs)</p> <p>-</p>	<p>For work experience, bidders are required to submit Work Experience Certificate (includes completed/ongoing) issued by the employer against the experience of similar work containing all the information as furnished in the Work Experience Format.</p> <p>Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.</p> <p>NOTE: Upload "Work Experience Certificate along with duly filled-in Work Experience Format" by combining both documents against "Additional Doc 1 (Requested in ATC)" section available under 'Documents required from seller'.</p>
2.	UNDERTAKING	Document for Undertaking: Undertaking regarding relatives a

		<p>s 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 3 (Requested in ATC)" section available under 'Documents required from seller'.</p>
3	GENERAL TECHNICAL EVALUATION SHEET	Scanned copy of duly furnished Annexure-VI to be uploaded by bidder in " Certificate (Requested in ATC) "

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 LUMP SUM 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 e-Mail ID on GeM portal which shall be considered part of contract.

The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

H. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the GeM Portal prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dashboard on-line. On receipt of Letter of Acceptance (LOA)/Work Order/GeM Contract Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines of Banning of Business of CIL with intimation to all concerned and online blocking of bidder shall be done on receipt of written communication from the Tender Inviting Authority by escalating the issue through Incident Management Policy of GeM.

I. DOCUMENTS FOR EXECUTION & SIGNING OF THE AGREEMENT (Applicable for Contract Value >₹ 10 Lakhs):

The successful bidder (L-1 Bidder) is required to submit the following documents and to attend this office for signing the agreement within **30 (Thirty)** following issue of award along with the letter of Acceptance and/or Work Order issued by department.

- i. Non-Judicial Stamp Paper of Rs. 100.00 (One Hundred)**
- ii. Site handover and takeover certificate, jointly signed by Engineer-in-Charge**
- iii. Labour License as per Contract Labour (Regulation & Abolition) Act, 1970.**
- iv. Insurance Policy certificates (Worker's Compensation Policy & All Risk Policy) duly pledged in the name of CCL.**
- v. CMPF/ EPF Registration certificate**
- vi. Detail Time and Progress Chart, jointly signed by Engineer-in-Charge and the Contractor**

vii. List of Technical & Supervisory Personnel to be deployed for execution of the work.

viii. Mandate Form for Electronic Fund Transfer (EFT)

J. SAVINGS CLAUSE: The other terms and conditions NOT COVERED under prevalent “General Terms and Conditions (GTC), Service Level Agreement (SLA) of Respective Catalogue of Service (If Available), Miscellaneous Terms And Conditions For Services and subsequent updates/amendments thereafter available at <https://gem.gov.in>” shall be as per the Bid Specific Additional Terms & Conditions (ATC), Special Terms & Conditions (STC) and Scope of Work (SoW) in addition to relevant provisions of Contract Management Manual (CMM) of Coal India Limited (CIL) and Guidelines for e-Procurement of Works and Services in CIL and subsequent amendments thereafter, which may be seen on www.coalindia.in under *Manual section*”.

-END-

2.3 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.4 Buyer Added Bid Specific ATC:

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

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

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