



NIT No.: NCL/SGR/ENV/

Date: 00.00.2026

e-TENDER NOTICE(Draft)
(Buyer Added ATC)

1. Tenders are invited online (Single cover system-One Part/Two Part) on the website **Government e-Marketplace (GeM Portal - i.e. <https://gem.gov.in>)** from the eligible registered sellers on GeM portal. Details as under:

Name of work	Estimated cost of work (Without GST) (in Rs.)	GST on estimated cost of work @--% (in Rs.)	Estimated cost of work (including GST 18%) (in Rs.)	Earnest Money (in Rs)	Period of Completion (In Years)
Selection of Certification Body for conducting Companywide IMS/ISO Certification for the standards ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 in NCL	1,40,000.00/-	25,200.00/-	Rs. 1,65,200.00/-	N/A	3 years

- NOTE:** i. The tendered work can/cannot be split.
ii. The bid documents will be available on GeM portal under the 'Service Catalogue' namely 'Hiring of Agency for ISO Certification Service'.

2. Details of GST Registration of NCL:

GSTIN of NCL	Madhya Prasad(MP)
	23AABCN4884H1ZE

3. Time Schedule of Tender:

Sl. No.	Particulars	Date (DD:MM: YYYY)
a.	Bid Publication Date	
b.	Bid End Date/Time	
c.	Bid Opening Date/Time	

*Note:

- a) If the number of bids received online is found to be less than three till bid opening date, then the last date of submission of Bid and Technical Bid Opening date will be manually extended for a period of three days.
- b) This extension will be also applicable in case of receipt of zero bid.
- c) Bidders will have the right to modify / withdraw their bids during the extended period of submission of bids as per functionality of GeM portal.
- d) After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.
- e) If the above extended date falls on Holiday i.e. a non-working day, then the same is to be rescheduled to the next working day.
- f) The validity period of the tender should be decided based on the final end date of submission of bids.
- g) The Employer reserves the right to issue corrigendum / addendum and it shall be binding on part of the Bidders.

4. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.

4.1 Eligibility criteria to qualify for award of the contract-

A. WORK EXPERIENCE: (Not applicable for Tenders below Rs 50 Lakh)

- i. The bidder must have experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. Services rendered with list of such Central/State/ PSUs/Nationalized Banks with duration of service shall be furnished.
- ii. The bidder must have successfully executed/completed /ongoing similar Services over the last three years i.e. the last three financial years (ending month of March prior to Bid opening):
 - a) Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost;
 - or
 - b) Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost;
 - or
 - c) One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Bidder must be empaneled with Accreditation Certifying Bodies for the proposed scope of work to conduct Re-certification and Surveillance Audits.
- iii. Bidders must have approved training provider for the lead auditors course in respect of ISO 9001, ISO 14001, ISO 45001.
- iv. Bidders must have copy of valid accreditation by Indian National Accreditation body (NABCB) for any of the ISO standards
- v. Bidder must have lead auditors to conduct the Re-certification and Surveillance Audits in NCL for the standards **ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018.**

- vi. Bidders must have a copy of relevant certificate issued by the approved training provider for the lead auditor's course in respect of ISO 9001, ISO 14001, and ISO 45001 to the auditors involved in this proposed work.

Definition of Similar works: - Conducting Companywide IMS/ISO Re-Certification for the standards ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 in NCL.

Scanned copy of documents to be uploaded by Bidders / Sellers (CONFIRMATORY DOCUMENT):-

- a. For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work.
- b. Work order, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.
- c. Bidders are required to submit a document in respect of Empanelment with Accreditation Certifying Bodies for the proposed scope of work to conduct Re-certification and Surveillance Audits.
- d. Bidders are required to submit, as a proof, copy of relevant certificate issued by the approved training provider for the lead auditor's course in respect of ISO 9001, ISO 14001, and ISO 45001.
- e. Bidders are required to submit, as a proof, copy of valid accreditation by Indian National Accreditation body (NABCB) for any of the ISO standards.
- f. Bidders are required to submit the proof for lead auditors certification details of auditors for conducting the Re-certification and Surveillance Audits in NCL for the standards **ISO 9001:2015, ISO14001:2015 and ISO 45001:2018.**

B. PAN Card: PAN card issued by Income Tax department, Govt. of India

Scanned copy of documents to be uploaded by Bidders / Sellers.

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

C. GST Registration (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 during bid submission as per above.

Scanned copy of documents to be uploaded by Bidders / Sellers.

The following documents depending upon the status w.r.to GST as declared 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 with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

NOTE:

1. *If turnover of the Bidder exceeds exemption limit, the Bidder must have GST registration as per GST Act and rules.*
2. *During evaluation of GST Registered Bidders, the confirmation of their status shall be verified from the relevant Govt website (Not to be kept as a part of NIT).*

D. Legal Status of the Bidder: The Bidder should be of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Service(s) to the Buyers registered on GeM.

Supporting Documents to be uploaded online on GeM portal

The document(s) (any of them as applicable) regarding legal status of eligible Bidders as mentioned below:

- a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder.
OR
- b) Partnership deed containing name of partners.
OR
- c) Memorandum & Article of Association with certificate of incorporation containing name of Bidder

E. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount need to be provided.

F. Written Consent regarding Arbitration: It shall be taken as an undertaking by the Bidder during submission of bid in case the Bidder is a Partnership Firm (Annexure-III).

G. LOB and UNDERTAKING (Genuineness): If the bidder / Seller participated in the GeM bid, it implied that bidder / Seller has unconditionally accepted all the provisions as stipulated in the Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided in Annexures I & II respectively.

H. Restrictions on Public Procurement from certain countries: As per provisions of GeM Portal.

I. Undertaking: An undertaking is to be given on Bidder's / Sellers letterhead online as per the format given in the bid document (Annexure-III).

J. The MSEs are required to submit a 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.

4.2 Even though the Bidders/Sellers meet the above eligibility criteria, they are subject to be disqualified

- a. if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;
- b. On account of currency of debarment as applicable.

4.3 If the Bidder/Seller is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder/Seller is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Notes: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

4.4 Sub-Contractors experience and resources will not be taken into account in determining the Bidder's compliance with eligibility criteria.

4.5 CHECK LIST OF DOCUMENTS TO BE UPLOADED / ACCEPTED UNCONDITIONALLY BY THE BIDDERS/SELLERS :

Sl. No.	Eligibility Criteria	Information to be furnished by Bidder	Scanned copy of documents to be uploaded by bidders/Sellers in support of information/ declaration furnished by the bidder/seller against Eligibility Criteria.
1	Empanelment with Accreditation Certifying Bodies	Date of issue of Empanelment with Accreditation Certifying Bodies and name of the Accreditation Certifying Bodies	Bidders are required to submit a document in respect of Empanelment with Accreditation Certifying Bodies for the proposed scope of work to conduct Re-certification and Surveillance Audits.
2	Bidders' authorisation as an approved training provider for Lead Auditors' course in respect of ISO 9001, ISO 14001, ISO 45001	Details of training provided to Lead auditors for the standards ISO 9001, ISO 14001, ISO 45001	Bidders are required to submit, as a proof, copy of relevant certificate issued by the approved training provider for the lead auditors' course in respect of ISO 9001, ISO 14001, ISO 45001
3	Accreditation by Indian National Accreditation body (NABCB) for the ISO standards	Bidder must have valid accreditation by Indian National Accreditation body (NABCB) for the ISO standards.	Bidders are required to submit, as a proof, copy of valid accreditation by Indian National Accreditation body (NABCB) for the ISO standards.
4	Auditors Lead auditor qualification to conduct the Audit works in NCL	Details of training provided to Lead auditors for the standards ISO 9001, ISO 14001, ISO 45001	Bidders are required to submit the proof for lead auditors certification details of auditors for conducting the Re-certification and Surveillance Audits in NCL for the standards ISO 9001:2015, ISO 14001:2015 and ISO

			45001:2018.
5	<p>WORK EXPERIENCE</p> <p>As per Clause No. 4.1 (A) of NIT</p>	<ol style="list-style-type: none"> 1. Start date and end date (i.e. consecutive 365 days) of any year during the last Three years ending month of March prior to Bid opening for which work experience of bidder is to be considered for eligibility. 2. Start date & end date of each qualifying experience (similar nature) which must fall within the date range (i.e. start date and end date) as specified in point 1 above. 3. Work Order Number / Agreement Number of each experience. 4. Name & address of Employer/Work Order Issuing authority of each experience. 5. Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a joint venture firm/Consortium/partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as (100%). 6. Executed Value of work against each experience. 	<p>Bidders/Sellers are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information.</p> <p>Work order, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.</p>
6	<p>MSE REGISTRATION CERTIFICATE AND SC/ST CERTIFICATE</p> <p>As per Clause No. 4.1 (J) of NIT</p>	<ol style="list-style-type: none"> 1. Bidders/Sellers are required to upload valid MSE certificate in compliance with the Guidelines of Ministry of MSME Enterprises and also as per the functionality of GeM portal. 2. Other bidders are required to upload declaration on letter head stating that they do not belong to MSE category. 	
7	<p>Undertaking</p> <p>As per Clause No. 4.1 (G) of NIT</p>	<p>An Undertaking on their letter head regarding relatives as employees of company, arbitration clause (in case of partnership firm), local supplier status of the Bidder etc. as per the format given in Tender Document, as per ANNEXURE-III of Bid Document</p>	
8	<p>VALID PAN, GST & LEGAL STATUS</p> <p>As per Clause No. 4.1 (B), (C) and (D) of NIT</p>	<ol style="list-style-type: none"> i) Document for PAN: Valid PAN card issued by Income Tax department, Govt. of India. ii) Document for GST iii) Document for LEGAL STATUS 	
<p>NOTE: Only one file in pdf format can be uploaded against each eligibility criteria as per extant</p>			

GeM provision. Therefore, all relevant applicable documents to support the information/declaration furnished by Bidder against eligibility criteria must be uploaded by the Bidder in the same .pdf file to be uploaded against respective eligibility criteria.
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5. Financial Bid: As per functionalities available on GeM portal.

6. Validity Period of Offer

The rates offered should be valid for 120 days after the last date of submission of Bid. However, extension of bid validity shall be done as per functionalities of GeM Portal.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made as per the features and functionalities of GeM portal. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be required or permitted to modify the bid.

7. The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.
8. The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on GeM portal only.

9. **SAVINGS CLAUSE:** As per clause 5 of GeM GTC, terms and conditions under prevalent GeM “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>” is found to be conflicting with contents of Buyer added bid document along with its ancillary documents, the later shall prevail and will have overriding effect. Furthermore, it is also clarified that whenever contents relating to clauses of instant main NIT are conflicting with the contents getting mirrored / mentioned elsewhere in the ancillary document the former will have its overriding effect.

This issues with the approval of competent authority.

GM/HoD(Environment/F),NCL-HQ

Tender Inviting Authority

Special Terms and Conditions

1. The scope of Work:

Integrated audit work for the company-level ISO certifications of Northern Coalfields Ltd. (hereafter abbreviated as NCL) under its Integrated Management System (IMS) simultaneously complying to standards ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 and / or their upgraded version.

This will involve an initial certification auditing including issuance of ISO certificates in favour of NCL within 6 (six) months and 5 (five) numbers of surveillance audits (each of equal duration) within the span of subsequent 3 (three) years' certification period on dates as will be mutually agreed with NCL.

2. Scope of Certifications covers the following:

- I. Coal mining and supply operations, namely,
 - a) Planning for mining and allied operations,
 - b) Mining, handling, supply and transportation of coal, and
 - c) Allied engineering and support operations.
- II. Support services, namely,
 - a) Corporate planning, coordination, and monitoring,
 - b) Repair and maintenance of mining machinery,
 - c) Materials and water supply arrangements,
 - d) Healthcare of workforce and their families.
 - e) Establishment and employee management.
 - f) Emergency rescue operations in mines.

A. Coverage of NCL's Integrated Management System: The whole Company consisting of the following: -

- a. Corporate Headquarters (at Singrauli) - for apex level coordination of Corporate Planning; Production; Sales; E&M, Excavation, Civil, E&T, Contract Management Cell; Industrial Engineering; Town Administration; Materials Management; Personnel & Executive Establishment; Administration; Finance; Central Excavation Training Institute & Human Resource Development; Environment and Forest; Safety & Rescue; Quality Control, Welfare & Corporate Social Responsibility, Security, Rajbhasa, Company Secretary, Internal Audit, Legal, Manpower Cell, ERP, Survey, Vigilance etc.
- b. 10 (Ten) Nos. of Opencast Coal Mining Projects (at different locations) named as Amlohri, Block-B, Bina, Duddhichua, Jayant, Jhingurdah, Kakri, Khadia, Krishnashila, Nigahi. Each undertaking drilling and blasting; mechanized coal and overburden excavation; coal stocking, sizing, internal transport, and mechanized loading for dispatch; maintenance of machinery, buildings and other infrastructure; input-materials storage; support services like finance, personnel, employee health care, etc. and routine environmental mitigation and occupational health and safety measures.
- c. Other Support Units, like,
 - (Three) Nos. of Hospitals (at different locations) named as Atal Hospital Bina, Central Hospital Singrauli and Nehru Shatabdi Chilitshalaya Jayant for employees' health care.
 - 01(One) Integrated Water Supply Scheme at Khadia for collection(from Rihand Dam) and distribution of treated water to NCL units and colonies.
 - (01) Central Workshop at Jayant for repair & maintenance of E&M items.
 - (01) Central Store at Jayant for material receipt, material storage and issue of items against approved requisitions from respective units.

B. Documentation under the Integrated Management System:

1. Management policy, objectives and targets; coal mining supply and washing plans; and environmental & OH&S management programs,

2. Environmental aspects, and related impacts,
3. OH&S hazards and related risks,
4. Applicable statutes/regulations and other obligations,
5. Roles, responsibilities, and authorities,
6. Flowchart to show management system elements and their interactions,
7. Management system audit programs,
8. Integrated Management System Manual with systematic procedures under it, and
9. Operational manual and maintenance manual to define required operational & maintenance methods and controls.

C. Applicable Legislations: Mines Act, Coal Mines Regulations, Circulars of DGMS, Indian Explosive Rules, Mines Rules, Mines Vocational Training Rules, Environmental (protection) Act and Rules, Air (prevention and control of pollution) Act, Water (prevention and control of pollution) Act, Water Cess Rules, Municipal Solid Waste (management and handling) Rules, Noise Pollution (regulation and control) Rules, Batteries (management and handling) Rules, Hazardous Waste (management and handling) Rules, MOEF conditions for environmental clearance, Industrial Disputes Act, Workmen's Compensation Act, etc.

D. Some Quality, Environmental and OH&S Issues:

- a) Issues related to the precise grade / quality of the excavated / mined out coal as envisaged by the customer.
- b) Natural resource depletion: water, petrol, diesel, oils/lubricants.
- c) Emissions to air: dust, fumes of diesel/petrol engines and explosives blasting, noise.
- d) Discharges to water: mine/workshop effluents, i.e., water containing coal fines, silt, oil, grease.
- e) Waste disposal: project workshop's scraps and cotton wastes, burnt/used oils, ETP sludge, Biomedical wastes.
- f) Land degradation: deforestation, contamination; restoration of old and abandoned Open Cast mines.
- g) Other issues: routine coalmining and allied operations, impacts on flora and fauna, disturbance to employee colonies and local villages.

3. Quoted rate shall be inclusive of all the expenses for to and fro travelling up to Singrauli/Renukoot Railway station likely to be incurred by the Certification Body for their personnel to be engaged towards execution of the audit work. Transport facilities to and fro from Singrauli/Renukoot Railway station to NCL command area, local movement at Singrauli and boarding & Lodging as required, shall be provided by NCL as per the company norms.

4. Performance of duties and services by the Certifying Body

- a) Certifying Body shall perform their Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.
- b) Certifying Body shall in all professional matters act as a faithful advisor to NCL, and will provide all the expert commercial / technical advice and skills which are normally required in respect of the class of Services for which they are engaged.
- c) Certifying Body, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
- d) The Certifying Body has to provide project handholding on need base and on dates as advised by NCL.
- e) Certifying Body will maintain for the performance of the Contract, personnel as determined and entrusted with the responsibility for carrying out this job and such persons shall not be replaced or substituted without approval of NCL.

4. General Manager (Environment)/ System Coordinator(IMS) shall be the Officer-in-Charge / Person in-Charge for the work.

5. The Integrated Management System (IMS) re-certification (ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018) initial certification audits **including issuance of ISO certificates** in favour of NCL shall be completed within 6 (six) months from the date of formal commencement of work. The work shall be for a total period of **36 (Thirty Six) months** to be reckoned from the date of conducting stage-I audit for Integrated Management System(IMS) certification of NCL by the service provider.
6. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
7. On receipt of letter for acceptance / work order for the tender issued by the company (in duplicate), the successful tenderer shall return the second copy of the LOA / work order duly signed to acknowledge receipt of the same within 7 (seven) days from the date of receipt of the LOA / Work Order.
8. Bank details to facilitate e - payment is required to be submitted.
9. Site Visit: The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit different establishments of NCL located at different Areas & HQ and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the proposed works. The cost of visiting the Site shall be at the Bidder's own expense.
10. This Tender Document shall be deemed to be part of the Contract Agreement.
11. Language of Bid: All documents relating to the Bid shall be in the English language. In case, if any document is submitted which is written any language other than English, an appropriate translation in English of the same to be submitted along with the bid document.
12. Currency of Bid and Payment: The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.
13. Causes for Cancellation of Contract / Agreement

Any of the following events shall constitute an event of default by the service provider entitling NCL to cancel this agreement:

- a. Failure to commence the work within 30 (thirty) days from the date of issue of LOA / Work Order.
- b. Failure to comply with the statutory requirements of relevant Acts, Rules and other applicable norms.
- c. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries.
- d. Engagement of incompetent person(s) for execution of the instant work and his continuance on work for more than 10 days beyond issue of notice by NCL to contractor indicating the name of such person(s) and the default.
- e. Failure to execute the work as per the requirement of work - in - charge.

Upon occurrence of any of the defaults, NCL would follow the procedures of issuing Notice/ Show Cause before deciding on cancellation of the agreement. The decision of the NCL shall be final and binding on the contractor/service provider.

14. **Terms of Payments to the Certifying Body:**

Re-Certification Audit

Sl. No.	Activity Completion	Payment to be released.
1.	On completion of Re-Certification of NCL	Item specific awarded value
2.	On issuing of ISO Certification in favour of NCL.	Awarded certification fees.

Surveillance Audit (5 Nos.) -

Sl. No.	Activity Completion	Payment to be released.
1.	On completion of each of the Surveillance Audit (Total Five numbers of Surveillance Audit)	Awarded amount per Surveillance Audit.

15. Area Finance Manager, NCL, HQ Singrauli shall be the paying authority.
16. References of ISO 9001, ISO 14001, ISO 145001 and or NABCB(National Accreditation Board for Certification Bodies) throughout this tender document means the reference as stated; OR the corresponding reference(s) of the ISO/NABCB document(s) that may later supersede the presently valid and referred documents. It implies that if any of these ISO/NABCB documents is revised/changed/superseded, or any other ISO/NABCB document is issued on the subject before the last date of tender submission, the corresponding provisions of the superseding document(s) also shall be considered applicable under the tender document at the concerned places.
17. All future communication by NCL with bidder/agency regarding this work shall be sent on address as mentioned below
GM(Environment)/System Coordinator IMS NCL-HQ
Singrauli, MP- 486889

Email: gmenv.ncl@coalindia.in
18. Any Non-Performance of the provision from either side due to Acts of God like Natural Calamities, Prohibition by Statutory Authority, Acts of War, Riots and Strikes shall be excused for non- performance.
19. Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
20. The contractor, before starting the work, shall furnish to the Engineer-in-charge/Designated Officer-in-charge the list of Manpower to be deployed for the work and requisite documents of employee as per provision of bid document etc. for inspection.
21. The service provider shall take comprehensive insurance coverage for the persons deployed (for accidental insurance) for the purpose at their own cost.
22. If the Company suffers any loss on account of damage to its property, due to any failure on the part of the contractor or due to any act or omission or commission on the part of his representative/ employees or from the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.
23. The certifying body/contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
24. The certifying body/ contractor shall not engage any person less than 18 years of age or female during night hours as required by relevant law.
25. The certifying body /contractor shall pay to his employees salary and wages as per law of the land applicable to the workmen.
26. The responsibility of the certifying body/ contractor in respect of all-payments to his employees will be complete and absolute. The company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non payment/ short-payment/ dispute/ award.
27. The certifying body/ contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt. / Central Govt. applicable to the worker, Payment of Wages Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these account, and the

contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.

28. The certifying body/ contractor shall post adequate number of competent experienced skilled and disciplined persons in accordance with applicable norms having good antecedents for satisfactory execution of the work. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility / liability whatsoever in this regard.
29. The Certifying Body/ contractor shall maintain all the confidentiality of their records and workings and shall not disclose to any agency without prior permission of NCL.

GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING
(as amended from time to time by Coal India)

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

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - ii) If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 Bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
 - xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
 - xv) False declarations w.r.t Make in India Order. xvi) In case of supply of substandard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter alia, to take suitable strong actions against such firms.

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.

The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.
This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.
7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.
9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.
10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for debarment shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.
A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.
15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e Procurement portal of CIL).

PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE: (TO BE ACCEPTED THROUGH GTE)

FORMAT OF "Letter of Bid"

To,
The Tender Committee
Northern Coalfields Limited

Sub. : Letter of Bid for the work "....."

NIT Ref. :

Dear Sir,

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

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

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

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

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and NORTHERN COALFIELDS LIMITED

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

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY : (TO BE ACCEPTED THROUGH GTE)

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work of “.....” against NIT No.and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.
7. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder, or
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered. (Where applicable, evidence of Competent Authority shall be attached.)
10. We hereby confirm that we shall deploy matching equipment etc. of required capacity as per NIT either owned or through hiring.
11. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and **debarment** of our firm and all partners of the firm etc **from bidding**, as per the tender document.

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

PROFORMA FOR UNDERTAKING

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

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

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited/Subsidiary.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

- a) Name of the employee
- b) Place of posting
- c) Department
- d) Designation
- e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step- Brother/ Sister / Step-Sister.

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

Or

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

*** Delete whichever is not applicable.**

3. ** I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / Wehave been debarred or banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....

** Delete whichever is not applicable.

4. We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration.

(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work “..... (Name of work)” against NIT No/Tender ID. Dated....., meet the minimum local content requirement and has local content:

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

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

*Delete whichever is not applicable.

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

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

7. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

**I / Wehave been debarred by.....(name of procuring entity) for violation of Preference to Make in India 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 for a period of.....year/s, effective from to.....

**Delete whichever is not applicable.

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India 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 not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.

9. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from to.....

*Delete whichever is not applicable

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