



Central Coalfields Limited

(A Subsidiary of Coal India Limited)

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Central Coalfields Limited

A Government of India Undertaking
A Miniratna Company

सेंट्रल कोलफील्ड्स लिमिटेड

(कोल इंडिया लिमिटेड की सहायक कंपनी)

सामग्री प्रबंधन विभाग, दरभंगा हाउस,
रांची - 834001 झारखंड, भारत

वेबसाइट: www.centralcoalfields.in

ऑनलाइन बोली-प्रक्रिया वेबसाइट: www.coalindiatenders.nic.in

Tender Sl. No. :001

Dated 18Aug2020

Tender Ref No.: CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

Tender ID: 2020_CCL_180151_1

NOTICE INVITING TENDER (DOMESTIC)

ADVERTISED / (DOMESTIC) E- TENDER WITH E-REVERSE AUCTION FOR

PROCUREMENT OF CAPACITOR BANK WITH APFC PANEL FOR DIFFERENT AREAS OF CCL

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Bidders are advised to read all the clauses before submitting their bids.

SECTION I - INVITATION FOR BIDS

1. Tenders are invited by Central Coalfields Limited (A Subsidiary of Coal India Limited) through online bidding process on the website <https://coalindiatenders.nic.in> from the eligible bidders. For bidding online, the bidders must possess Class-2 or Class-3 Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. There is no Tender fee & the tender document is also available on website <https://eprocure.gov.in> and CCL website www.centralcoalfields.in for download by the prospective bidders free of cost. There will be no sale/ distribution of Hard Copy of the Tender Document.

2. Brief details of the Tender are as under:

Item Description	No. of Items	Estimated Value of Tender in Rs.	Earnest Money Deposit in Rs.	Delivery Period
Procurement of Capacitor Bank with APFC Panel for different areas of CCL (07 items)Qty.: As indicated in TPS & BOQ.	07	5764792.00	115296.00	120 DAYS

3. All bids are to be submitted on-line on E Procurement portal of Coal India Ltd website <https://coalindiatenders.nic.in>. No Offline-Bids will be accepted. 'Earnest Money Deposit' is to be submitted online through payment gateway provided at NIC Portal during online submission of bid

4. Before starting the bidding process, bidders are advised to carefully read '[Instructions to the Contractors/Bidders](#) for the e-submission of the bids online through this e-Procurement Portal' i.e. <https://coalindiatenders.nic.in> available under the link of Help for Bidders/contractors and any other guidelines available at bidding portal <https://coalindiatenders.nic.in>.

5. **Time Schedule of Tender:**

Sl. No.	Particulars	Date	Time
(a)	NIT e-Publishing Date	18/08/2020	18:00 Hrs.
(b)	Document Download Start Date	19/08/2020	10:00 Hrs.
(c)	Seek Clarification Start Date	19/08/2020	10:00 Hrs.
(d)	Seek Clarification End Date	25/08/2020	10:00 Hrs.
(e)	Bid Submission Start Date	19/08/2020	10:00 Hrs.
(f)	Bid submission Closing Date	09/09/2020	10:00 Hrs.
(g)	Bid Opening Date	10/09/2020	11:00 Hrs.

6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.

7. In the event of the scheduled/extended due date of opening of bids being declared as closed/holiday for purchaser's office or a "bunadh", the due date for opening of bids will be the following working day at the scheduled time. CCL headquarters. is working full day on all Saturdays except the 2nd Saturday of every month, which is a holiday

8. Reverse auction platform shall be created by TIA within two hours of opening of bids.
9. The bidders, in their own interest, are requested **not to wait till the last moment for submission of bid** to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
10. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website <https://coalindiatenders.nic.in/> and tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
11. The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
12. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13. It may please be noted that e-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any.
14. There will be no physical sale of the tender documents.

SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Requirements for participation in e-tenders

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

- a) PC with internet connectivity: It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-procurement website. Under no circumstances, CCL / CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement system or internet connectivity failures.
- b) Online Enrollment/ Registration with CIL's e-procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC): The online enrollment/registration of the bidders on the portal is free of cost and one-time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped/ registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Bidder's claiming purchase preference for being an MSE/'Make in India' bidder/Domestically Manufactured Electronic Products bidder/Ancillary **should enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder Enrollment"**. The purchase preference will be applicable as per NIT to MSEs, Make In India bidder, Ancillary units of CCL, DMEP and also other preferential category of bidders notified by Government of India from time to time. The necessary documents in support of the eligibility for purchase preference should also be uploaded against the specified tender to avail the benefits by the bidders who have registered in preferential bidder category on CIL's e-procurement portal.
- d) Class II or Class III Digital Signature Certificate (DSC).

2. Digital Signature Certificate (DSC)

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced up to the chain of trust to the Root Certificate of CCA.

3. Help for participating in e-tender

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. In case of any difficulties in online submission of the bid, the bidder may seek help from the 24 x 7 help-desk on 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787, before the schedule time of the submission of bid. All queries will be answered in English / Hindi only.

4. Communication

All communication sent by CIL/CCL as well as the e-procurement service provider by post/fax/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and online submission of bid, and Central Coalfields Limited (CCL), hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Eligibility of Bidders

1. Qualification Criteria

The bidder should be in a position to offer and supply in specified delivery period **at least 50%** of the total quantity for which the bid has been invited. Offer from bidders who fail to comply with the qualification criteria stated above shall be considered unresponsive.

2. Eligible Bidders

Prospective bidders, before bidding should ensure primarily their eligibility as per “*Revised ‘Public Procurement (Preference to Make In India) Order 2017 dated 04.06.2020*” of DPIIT, ([Annexure XV](#)) and as per the Ministry of Finance OM 6/18/2019-PPD/dated 23.07.2020 ([Annexure XVIII](#)).

The bidders must satisfy any of the following conditions to be considered as eligible bidder against the tender (the bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder):

Only Proven Sources (Manufacturers/ Indian Agents/Ancillary of CCL) / MSEs / Startup are entitled to quote against this e-Tender.

a) Indigenous Manufacturers

Procurement would generally be made from manufacturers only. However, if the manufacturer does not quote directly as a matter of its corporate policy, the procurement can be made from its authorized Indian Agent based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization ([Annexure – III Part A & Part B](#)). The manufacturer is also required to submit a certificate that it is not quoting in the tender directly as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization; it shall be liable for penal action as per provisions of CIL Purchase Manual 2020. If at any stage, it is found that agency commission has been paid by any principal without declaring the agent, the commission will be recovered with interest. Action shall also be taken against the principal as per provisions of Coal India Purchase Manual.

One manufacturer can authorize only one agent

b) Indian Agents of Indigenous Manufacturers

The consideration of tenders from authorized agents of Indian manufacturers will be governed by the following guidelines:

(1). The Agent has to furnish the following documents:

- i). A **tender specific authorization** issued by the manufacturer mentioning tender reference number and date and validity of such authorization.
- ii). An **undertaking from both** the manufacturer ([Annexure III Part A](#)) and the tendering firm ([Annexure III Part B](#)) as specified below:

(A) Undertaking from Manufacturer ([Annexure III Part A](#))

- (i) That, as a matter of its corporate policy, it does not directly quote/ market their products and if, subsequently, at any stage, it is found that it has quoted directly to any organization, it shall be liable for penal action as per provisions of the NIT and the Purchase Manual of CIL. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.
- (ii) That, it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.
- (iii) That, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

- (iv) the authorized agent's price will not exceed that which the manufacturer would have quoted.
- (v) Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.

(B) Undertaking from Authorized agents (Annexure III Part B)

- (i) That he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and
- (ii) That he will be responsible for providing the required after sale service.

Note:

- i) The authorization should be **tender specific** bearing tender no. and date, **pre-dated (from the tender opening)** and should be properly signed.
- ii) The authorization should be valid on the date of tender opening and **its validity should correspond to the delivery period** stipulated in the Tender Enquiry.
- iii) The agent must have the authority to enter into agreements and to sign contracts for supply of goods on behalf of the manufacturer.
- iv) The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Agent. The authorized Indian Agent is to **upload authenticated scanned copies of all details in respect of its organization along with Annexure III.**
- v) The agent cannot submit a bid on behalf of another manufacturer in the same tender for the same item/ product.
- vi) The agent cannot participate in the same tender along with its manufacturer.

(2) In case where the manufacturing firm happens to have been banned/ suspended, the offer of the authorized agent shall not be considered.

The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.

The **manufacturer/ tenderer shall submit a certificate** that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of CIL Purchase Manual.

c) **Apart from the Documents specified above,** following are required for Establishing Bidder's Eligibility:

Sl. No.	Category of bidder	Upload digitally signed Scanned copy of self-attested and notarized documents in support of Eligibility Criteria for the tendered item.
(a)	Indian Manufacturers	Any one of the following valid documents attested by Public Notary. <ul style="list-style-type: none"> a. Factory license/Manufacturing license b. NSIC registration certificate. c. Startup: Statutory document issued by DIPP recognizing the eligible entity as Startup d. SSI/DIC registration certificate e. ISO Certificate. f. BIS license/certificate g. DGMS approval h. Micro / Small Enterprises MSE] Registration certificate issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

(b)	Indian Agent authorized by Indian manufacturer	<p>i. If an Indian manufacturer does not quote directly, the authorized Indian agent quoting on their behalf should submit a tender specific Manufacturer’s Authorization Form exactly as per (Annexure-III Part –A) which should be Valid as on date of tender opening and its validity should correspond to the delivery period stipulated in the Tender Enquiry with sign and seal of the manufacturer indicating the Tender Reference No. and date along with the offer.</p> <p style="text-align: center;">&</p> <p>Undertaking By Indian Agent Of Indigenous Manufacturer exactly as per Annexure-III(Part –B)</p> <p>ii. Any one of the following valid documents of the principal manufacturer (attested by Public Notary)</p> <ol style="list-style-type: none"> a. Factory license/Manufacturing license b. NSIC registration certificate. c. SSI/DIC registration certificate d. ISO Certificate. e. BIS license/certificate f. DGMS approval g. Micro / Small Enterprises MSE] Registration certificate issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
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NOTE: The certificate in respect of NSIC Registration, SSI Registration, MSME, ISO, BIS License and DGMS approval etc. must be valid on the date of tender opening.

Bidders may also note that:

Mandatory registration of bidder with statutory authorities like Income Tax, GST (if applicable), is required, unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: If Bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 20 lakhs(or as per the latest notification of MoF against CGST ACT 2017) then bidder has to submit the copy of Notification alongwith Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than 20 Lakh; hence he is exempt from Registration under GST Act, 2017

(d) The “bidders” from certain countries are restricted to participate in this NIT as per the Ministry of Finance OM 6/18/2019-PPD/dated 23.07.2020 (attached as [Annexure XVIII](#) circular no. CIL/C2D/Purchase Manual/2020/178 dated 28.07.2020) and subsequent orders / clarifications issued by Competent Authority / Govt of India from time to time.

Bidders (as detailed in Min of Fin OM above) are to comply with the provisions of the above Order prior to participating in this Tender. Duly notarized registration certificate of competent authority must be uploaded, if registration is applicable for the bidder as per provisions of this and subsequent orders / clarifications if any.

Self-attested & notarized SCANNED COPY OF THE DOCUMENTS IN RESPECT OF ELIGIBILITY CRITERIA INCLUDING AUTHORISATION IF ANY, TO BE UPLOADED AS SINGLE pdf FILE NAMED “Eligibility.pdf”, in COVER-I

Failure to submit the above Documents may render a tenderer “UNACCEPTABLE” without any further correspondence.

3. Provenness Criteria:

- **Provenness criteria for other than MSEs/Startups**

(A) **Provenness criteria** applicable as per Provenness Criteria provided in Purchase Manual 2020 under SI no. 5 of Point (e) of Clause 10.3.2

- (I) “The equipment offered by the tenderer shall be considered proven provided 01 (one) nos. of quoted model or similar equipment, as defined below, must have been supplied by the bidder in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and all of them performed satisfactorily for a minimum period of one year from the date of commissioning (window period: 05 (five) years). The performance of only those equipments would be considered for ascertaining provenness which have commissioned one year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender.

Note:-

- No new supply orders shall be accepted during shortfall documents. Therefore bidder must be careful while uploading supply order copies online.
- In case of trial orders placed by CIL and Subsidiaries, the Trial Order quantities will be considered for provenness.
- Tenderers will have to submit satisfactory performance report for quoted model or similar equipment issued by authorized representative of the company. However, CCL reserves the right to verify the above or get the performance directly from the concerned buyers/customers /end users of the equipment (against past supplies) of the tenderer. Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder shall submit a Self-Certificate in the following format:

“The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending”.

In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if it is subsequently found to be misleading/ false/ forged.

However, the Purchaser reserves the right to obtain the performance directly from the end user of the item/product.

- (II) In case the quoted model or similar equipment has not been supplied by the bidder in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 01 (one) nos. of offered or similar equipment or combination thereof which have been commissioned within 05(five) years prior to the date of opening of tender and all of them performed satisfactorily for a minimum period

of 01 (one) year from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at clause 3.(A)(I)

- (III) In case the indigenous manufacturer is quoting the same type & model of the equipment as supplied by their foreign collaborator worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 01(one) nos. of quoted model or similar equipment or combination thereof which have been commissioned within 05 (five) years prior to the date of opening of tender and all of them performed satisfactorily for a minimum period of (01) one year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

(B) Definition of **"Satisfactory Performance"**

"Satisfactory Performance" means the supplied equipment must have achieved guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders / contracts for a minimum of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders /contracts against which these equipments were supplied. In case, the Performance Report(s) of the End User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied.

Note:-In case of performance for the equipment under trial the bidder has to submit the maintenance and operating cost involved during the trial period of the equipment, duly signed by end user, along with performance report.

(C) Definition of **"Similar Equipment"**

"Similar Equipment" shall be such equipment, which fulfills the following:

- a) Performs almost identical operations as the quoted model.
- b) Should be equal to or higher than the tendered capacity.
- c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted –only ratings/specifications may differ (Lower or higher)

Definition of similar equipment of higher specifications will be:- Higher KVAR rating of Capacitor Bank with equal or higher Voltage (KV) rating.

(D) “Acceptance criteria for similar equipment”

- (I) If the bidder claims proveness of the quoted model based on similar equipment as per sub clause-(C) above, then the similar equipment should have performed satisfactorily for a minimum period of one (01) year from the date of commissioning along with satisfactory performance of quoted model for a minimum period of one (01) year from the date of commissioning within the window period of 05 (five years).
- (II) If the bidder claims proveness of the quoted model based on similar equipment as per sub clause-(C) above and the similar equipment has performed satisfactorily for a minimum period of one (01) year from the date of commissioning but quoted model has not worked for a minimum period of one (01) year from the date of commissioning within the window period of 05 (five) years, then the offer may be accepted subject to following conditions:
- a. (i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement.
(ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot.
 - b. (i) The firm will have the option to supply the second lot if they so desire.
(ii) They will submit the additional Performance Bank Guarantee of 100% of total landed value of equipment along with spares & consumables for warranty period for the quantity of second lot also.
 - c. On satisfactory performance of all the equipment of first lot for one year from the date of commissioning [to be certified by the General Manager (E&M) / HOD of the subsidiary company], clearance shall be obtained from the order issuing authority for supply of the remaining quantity, if any, as per Schedule of Requirement.
[The performance against supply of equipment of first lot only shall be considered for assessing the performance for issuing clearance to supply balance quantity covered in the contract. The performance of second lot (if any) shall not be considered for assessing the performance for issuing clearance to supply balance quantity covered in the contract.]
 - d. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning. The additional 100% Performance Bank Guarantee submitted for the equipment supplied in the second lot, if any, shall be returned after satisfactory performance of all the equipment supplied in second lot for one year from the date of commissioning.
 - e. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT.

Note:

- A) In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualify as per above sub clause 3.(D) (II), the following shall be applicable:

- i) The 100% Additional Performance Bank Guarantee for the first lot of equipment submitted as per sub clause 3.(D) (II) (a) (ii) above shall be encashed by CIL. Consequent upon the encashment of the 100% Bank Guarantee due to non-achievement of stipulated minimum availability percentage, the Supplier shall take back the equipment at no cost to the Purchaser and the contract for the balance quantity shall be cancelled. Further, in case of unsuccessful performance of the first lot of equipment, 100% Performance Bank Guarantee submitted for the second lot, if any, will also be encashed and the supplier will be advised to take back the equipment of second lot also.
- ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of both first and second lot of equipment.
- iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CIL & subsidiaries for any capacity of this type of equipment.
- iv) In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. the differential amount of Normal Customs Duty (NCD) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier.

B) In case of unsuccessful performance of any of the equipment supplied in the second lot, the 100% Performance Bank Guarantee submitted for second lot of the equipment shall be encashed and supplier will be advised to take back all the equipment of second lot. Further, recovery of penalty for non-achievement of guaranteed availability shall also be made. However, the clearance issued for supply of balance quantity of the contract based on satisfactory performance of the first lot, will remain valid. The provisions mentioned under Note (A) (iii) and (iv) above will also be applicable in this case.

• **Provenness Criteria for “For Startup/MSEs”-** (As per Clause no 2.8.3.7 of Purchase Manual 2020 CIL)

As per CIL letter vide Ref: CIL/C2D/MSME/2017-18/Circular/1504 dt. 19.03.2018. Relaxation of Norms for Startup and Micro & Small Enterprises (MSEs) in Public Procurement Regarding prior Experience-Prior Turnover criteria.:-

1. Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI, subsequent amendment, if any.
2. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.

3 Further, vide Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 of MoMSME:

Prior experience & turn over criteria is not applicable for startup/MSEs in the tender in respect of either of the following situation and no further documents regarding provenness will be required to be submitted by these category bidders subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-I dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been

extended to all Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017].

However, If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per [Annexure-VIII](#)) has been enclosed in the tender documents and such MSEs/ Startups are required to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability.

After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of the tenders

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports are not more than one year from the date of opening of bids. In case there is deficiency in technical capability of the firm, the same is to be communicated to them by tender inviting authority for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be consider for relaxation against the tender in question and to avoid any future complications. The issues relating to technical capability may be decided by head of technical department.

If bidders have submitted documents to prove the startup/MSE status for the tendered item and whose products are ISI marked/DGMS approved/covered under DGS&D rate contracts on them/current holding rate contracts with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or its subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL, they will be required to submit the applicable related documents duly notarized for relaxation:-

- Valid BIS marking license of the quoted items on them.
- OR
- Rate contract as issued by CIL /Any other subsidiary for the quoted items on them.
- OR
- Valid DGMS approval certificate for the quoted items on them.
- OR
- Proven ancillary certificate issued by subsidiary companies for the quoted items on them.

The document(s) /certificate(s) by the bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document/certificate valid as on date of supply duly notarized must accompany their bills.

Status of Provenness would be evaluated and decided by HODs of technical department.

Note: Firms will have to submit Notarized and authenticated copies of all the relevant Documents as mentioned above.

- a. Tenderers claiming authorization of principal/OEM shall have to give tender specific authorization for CCL in original, clearly specifying the nature and period of authorization/agreement.
- b. Copies of Purchase orders submitted beyond and below the specific period will not be considered (Not Applicable for Startup/MSEs)
- c. Firms will have to submit Notarized & authenticated copies of all the relevant documents, as indicated above.

As per provision of Purchase Manual clause 2.8.3.7 in order to avail benefits provided to Startups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India]. the **following certificate shall be uploaded additionally by the bidders claiming to be Start-Up** alongwith all relevant documents

- That the Date of incorporation of the Startup is not more than 10 years on the date of opening of this tender.
- That the entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.
- The entity has not been formed by splitting up or reconstruction of a business already in existence
- The startup has not exceeded INR 100 Crore turnover in previous financial years

C. Bid Documents

1. Content of Bid Documents

1.1 The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:

- a. Instructions to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements (SOR);
- e. Technical Specifications;
- f. Sample Forms (**Annexure – I to XVIII**);
- g. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;

1.2 The Bidder is expected to examine all instructions, forms, formats, terms and specifications in the Bid Documents. Failure to furnish all information / documents/ certificates required by the Bid Documents will be at the Bidder's risk and it may result in rejection of its bid.

2. Clarification of Bid Documents

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the deadline for the online submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal up to 07 (seven) days before the last date of submission of bid, as indicated in the Time Schedule of tender. ([Section I \(5\)](#)).

D.Preparation and Submission of Bid

1. Language of Bid

All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorised signatory of the bidder who has signed the LOB, as a token of authentication of the same.

2. User Portal Agreement

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, 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.

3. Letter of Bid (LOB)

The Letter of Bid (LOB) as per the format given at [Annexure-I](#) will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority" / "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB along with "Authority"/ "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

Above documents are to be uploaded in a folder named "**LOB**" provided in the e-procurement portal.

Note:

- a) The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of the person signing the LOB as the person is DSC holder and is himself bidding online on CIL's e-Procurement Portal.
- b) In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized as per [Annexure-II](#) by the person signing the LOB in favour of person bidding online is required to be uploaded.

4. Period of Validity of Bids

The bids (Techno-Commercial Bid and Price-Bid) shall remain valid for a period of 120 days from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by the purchaser.

5. Methodology for online Submission of Bids

5.1 The offers are to be submitted on-line through CIL's e-procurement portal in two covers- Cover-I containing 'Techno-Commercial Bid' and Cover-II containing 'Price-Bid'.

5.2 Techno-Commercial Bid (Cover-I): The Cover-I of the offer shall contain bidder's response to the techno-commercial terms and conditions of the tender document, duly filled in the Excel sheets provided in e-procurement portal. **It should be noted that the Cover-I should not contain the price.** The Cover-I shall contain the following: -

- (I) **Technical Parameter Sheet with Commercial Parameter Sheet (TPS-CPS.xls):** This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder must upload the same Excel file during Bid submission. The Technical Parameter cum Commercial Parameter Excel file shall contain the following **Two** sheets:
- a) **Commercial Parameter Sheet (CPS)** - The Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same. **Note: Bidders should fill Commercial Parameter Sheet (CPS) first and then Technical Parameter Sheet (TPS-BoQ1) thereafter.**
- b) **Technical Parameter Sheet (TPS-BoQ1)** - The Technical Parameter Sheet containing the technical specification parameters for each tendered item is in Excel format. Non-compliance of any of the parameter of specification for any of the item will disqualify the bidder for that item. The Technical Parameter Sheet (TPS-BoQ1) & Commercial Parameter Sheet (CPS) which is incomplete and not submitted as per instruction given will be rejected by the system. In case of non-compliance of any of the parameter/ terms in these sheets shall result in rejection of the bid during the process of automatic evaluation by the system and such bids shall not be considered for opening of Price Bids.
- (II) The brief details of some of the other documents to be submitted in cover –I (**Please refer all the relevant clauses of the complete NIT & upload all the documents**)

NIT Clause	Annexures	Document/Format	Folder
Sec II- ITB, D.3	Annexure - I	Letter of Bid	To be submitted in "LOB" in Cover I as a pdf file.
	Annexure - II	Format for Authorization to DSC Holder bidding online by the person who has signed LOB	
Sec II- ITB, B.2	Annexure - III Part I & Part II	Part I Manufacturer's tender specific Authorization and declaration Part II Undertaking By Indian Agent Of Indigenous Manufacturer (As Applicable)	To be submitted in "CERTIFICATES" attached in single PDF file in Cover I
Sec II- ITB, B.3	Annexure - IV	Self-Certificate for Proven-ness	
Sec IV-SCC 7.1	Annexure - V	Lowest Price Certificate& Price Fall Clause Certificate	
Sec VII	Annexure - VI	Quality Certificate	
Sec I-IFB.11	Annexure - VII	No-Deviation Certificate	
Sec VII	Annexure - IX	Declaration for Non-Banning-Delisting	
	Annexure - X	Technical Support & Services Certificate	
	Annexure - XI	Bidder to mandatorily quote HSN (Harmonized System Nomenclature) code of product as per the format.	
Sec II- ITB, F.4	Annexure - XIV	Pre-Contract Integrity Pact(only if applicable in NIT)	
Sec II- ITB, D.7.C	Annexure-XV	Mandate Form for e-payment with a copy of cancelled cheque	
Sec-IV-11	Annexure XVII	Upload Certificate of Compliance , GST & Other Details. (upload as per NIT the GST registration certificate (If bidder is eligible for Exemption of GST or lower than the normal rate is applicable then bidder has to upload the authenticated documents towards such exemption online	

		& furnish the authentic documents along with certificate of Practicing Chartered Accountant having Certificate of Practice and having valid membership number of ICAI clearly mentioned that Bidder is eligible to opt the benefit of scheme/notification and fulfilled all the condition as mentioned in notification in this regard)	
Sec II- ITB, B.2(d)	Annexure XVIII	The bidders from certain countries are restricted to participate in this NIT as per the Ministry of Finance OM 6/18/2019-PPD/dated 23.07.2020 (attached as Appendix XVIII circular no. CIL/C2D/Purchase Manual/2020/178 dated 28.07.2020) and subsequent orders / clarifications issued by Competent Authority / GOI from time to time. Bidders are to comply with the provisions of the above Order prior to participating in this Tender. Duly notarized registration certificate of competent authority must be uploaded, if registration is applicable for the bidder as per provisions of this order) and subsequent orders / clarifications	
Sec II- ITB, D.5	CPS contained in TPS as CPS sheet	Commercial Parameter Sheet	To be downloaded, filled & uploaded in "TPS-BoQ1.xls" file in Cover I
Sec II- ITB, B-3. (B) -3	Annexure - VIII	Proforma for Equipment and Quality Control applicable for MSE's & Startups	
Sec II- ITB, B.2.	The bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder		To be Submitted in Single pdf file in ELIGIBILITY DOCUMENTS in Cover I
Sec II- ITB, B.2.b	Documents related with Eligibility Criteria		
Sec V & VI	Documents if any, given in Section "Technical Specification"		To be Submitted in Single pdf file in TECHNICAL DOCUMENTS in Cover I
Sec-VI & Sec-II- B-3	All the documents related to Provenness Criteria given in Section" Technical Specification" in Table under the heading "PROVE DOCUMENTS"		To be Submitted in Single pdf file in PROVE DOCUMENTS in Cover I
Sec II- ITB, D.7. A&B	Scanned Copy documents related to submission/ exemption of EMD as per terms of the NIT.		
Sec II- ITB, 3B-(B)	Certificate in support of MSME, if applicable Certificate in support of Startup, if applicable		
Sec II- ITB, F.5	Certificate in support for giving preference to "Make in India" Products, if applicable		
Sec-II-ITB F.6	The MSE firm has to submit a notarized copy of Entrepreneurs memorandum certificate i.e. EM-Part-2 issued by District Industries Centre or Registration certificate issued by District Industries Centers (DICs) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or firms having Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) to claim their		To be submitted in single PDF file "EMD AND OTHER DOCS" in Cover I

	status as "MICRO" & "SMALL" Enterprise. "SC" & "ST" Entrepreneurs have to submit necessary caste certificate issued by State Authorities.(If applicable) NOTE: MSE firms are required to declare their UAM No., failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSEs Order 2012.
Sec-II -F-8A (a or b) or 8B (a or b)	Certificate of domestic manufacturer as per clause no 8 section II, F placement of order point no 8 A (a or b) or 8B (a or b) as the case may be. Note: - In case bid has been submitted by the authorized agent of the Indian Manufacturer, then it will submit the Class -I or Class-II certificate (as per GOI order), as the case maybe of its principal manufacturer.
	Any other document/certificate as per requirement of NIT.

NOTE: Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with the offer as per tender requirements at relevant spaces / folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in 100 DPI for clarity & easy uploading. In case bidders upload copies of registration certificate of NSIC/BIS License and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be duly attested by a Notary Public. Apart from copies of supporting documents required as mentioned in the NIT, no additional/redundant document should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet, shall be ignored. The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.

5.3 Price bid: The Price bid containing the bill of quantity will be in Excel format & will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II.

IMPORTANT: -THE BIDDER AFTER FILLING THE REQUIRED INFORMATIONS IN OTHER WORKSHEETS IS REQUESTED TO VALIDATE THE WORKSHEET IN "BOQ" SHEET & THEN SAVE THE SAME EXCEL FILE FOR UPLOADING IN THE PORTAL IN COVER-II.

Worksheet: (BoQ) – The entire columns have to be filled as per the requirement of the format i.e. in percentage or absolute value as given here under;

S. No	Cell No	Particulars to be filled in by the Bidders
1	B8	Name of the Bidder
2	M8	GST Registration No of the Bidder
3	M13-	Unit Basic Rate
4	N13-	Discount if any, in percentage
5	O13-	Packing & Forwarding Charges, if any per unit
6	P13-	Freight charges, if any per unit
7	V13-	Transit Insurance charges, if any per unit
8	W13-	Installation and Commissioning charges per unit
9	Z13-	Bidder to select appropriate category from the drop-down list
10	AA13-	Applicable GST Rate as appropriate to HSN Code

11	AD13-	Any Other Cess/Levy, which attracts Input Tax Credit
12	AG13-	Appropriate HSN Code

All other columns of BOQ are protected. However, Bidders can view this sheet to check their final figure of their bid in the column BA & BB.

Important Note:

In case the tendered item is eligible for INPUT TAX CREDIT as per their applicability, then the L-1 status shall be decided by deducting the respective price components from the landed price viz. GST as applicable) towards INPUT TAX CREDIT in respect of Domestic Bidders from the landed value.

In case of Domestic bidder, the landed price in INR. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II.

The L-1 will be decided for each item /module as stipulated in the NIT. The Price-bids of the bidders will have no condition.

NOTE: The price for determining status of the bidders shall be automatically calculated by the system based on the inputs values provided by respective bidder in their price bid.

Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. CCL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank. However, in case “Basic Price” is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.

“If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered unless the charges for an item/ product is included elsewhere in the price bid and a specific mention in this regard is made in the bid”

5.4 OTHER INFORMATION REGARDING BOQ/ PRICE BID:

- i.) The Price-bid will be in item-wise unit Rate BOQ format and the bidder may quote for any or all the tendered items. The Price bid of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- ii.) In case of Taxes and Duties like CGST, SGST or IGST, GST Cess (if applicable), the applicable rate of these duties in terms of %age or is to be entered in the relevant fields.
- iii.) The rate of CGST, SGST or IGST, GST Cess (if applicable) entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid.

If bidder is eligible for Exemption of GST or lower than the normal rate is applicable then bidder has to upload the authenticated documents towards such exemption online & furnish the authentic documents along with certificate of Practicing Chartered Accountant having Certificate of Practice and having valid membership number of ICAI clearly mentioned that Bidder is eligible to opt the benefit of scheme/notification and fulfilled all the condition as mentioned in notification in this regard.

- iv.) In case the tendered item is eligible for Input Tax credit of GST and there is certainty at the time of bid evaluation about the quantum of tax credit available, then the L-1 status shall be decided by deducting the Input tax Credit [CGST, SGST or IGST, GST Cess (if applicable) as the case may be] Amount component from the total Rate by the system.

However, if Bidder has opted composition scheme as per the provision of section 10 of CGST Act, 2017, they cannot charge the CGST/SGST/IGST/GST Cess, L-1 status will be determined on the basis of their quoted price.

- v.) In case of Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, CCL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST SGST, GST Cess will be included in landed price. However, if the tendered items are eligible for Input Tax credit, the same will be deducted while computing the L-1 Status.
- vi.) In case of Successful bidder(s), if at the time of supply, it is found that Input Tax Credit available to CCL on this account is less than the 'Input Tax Credit Amount Per Unit' declared in the BOQ/Price Bid, the differential amount between the two shall be deducted from the Bill of Supplier while making payment to them.
- vii.) Delivery is to be effected on Door delivery basis, thus bidder has to arrange the prescribed E-way bill at their end.
- viii.) It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under any circumstances, CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- ix.) **HSN Code** - Bidder to mandatorily quote HSN (Harmonized System Nomenclature) code of product as per the format given at **Annexure-XI**
Statutory Variation: If there is any statutory change in GST/SGST/IGST within contractual delivery period, the same shall be admissible and will be paid at actuals based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.

5.5 Both the covers – Cover-I 'Techno-Commercial Bid' and Cover-II 'Price Bid' are to be uploaded in the e-procurement portal before the last date and time for submission of online bid.

5.6 Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with the offer as per tender requirements at relevant spaces / folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in 100 DPI for clarity & easy uploading.

5.7 In case bidders upload copies of registration certificate of NSIC/BIS License and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be duly attested by a Notary Public. Apart from copies of supporting documents required as mentioned in the NIT, no additional/redundant document should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet, shall be ignored.

5.8 The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.

5.9 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.

6. Submission of Forged/Tampered Documents

Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, CCL while carrying out evaluation of the offer, shall consider the scanned copies of

the documents without any verification with the original. However, CCL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to CCL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CCL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

7. Earnest Money Deposit

A. Submission of EMD

The value of Earnest Money to be deposited by the tenderer is specified in the NIT. Specified amount of EMD shall be submitted online through payment gateway provided at NIC Portal during online submission of bid. Earnest Money Deposit (EMD) is also known as Bid Security. EMD shall be interest free. The bidders are required to furnish EMD along with their bids in the manner as provided in the bid document.

The EMD has to be deposited online only within the last date and time for submission of online offer. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complications in submitting online bid before the schedule last date and time of submission.

In the Online mode, the bidder can make payment of EMD through net banking from designated Bank or through NEFT/ RTGS from any scheduled Bank. In case of payment through net banking, the money will be transferred to CIL/CCL's Bank Account. In case of payment through NEFT/ RTGS, the bidder will have to make payment as per the Challan generated by system on e- Procurement portal before submission of bid. Bidder will be allowed to submit its bid only when the EMD is successfully received in CIL/CCL's designated account and the information flows from Bank to e-procurement system. In the Online mode, the bidder can make payment of EMD through payment gateway built-in the portal by net banking or through NEFT/ RTGS from any scheduled Bank. In case of payment through NEFT/ RTGS, the bidder will have to make payment as per the Challan generated by system on e- Procurement portal before submission of bid. Physical mode of payment i.e Banker cheques or Demand drafts is not acceptable.

In case of exemption of EMD, the scanned copy of document as per NIT in support of exemption will have to be submitted by the bidder during bid submission which will be verified along with bid documents.

The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the form of e-payment or relevant documentary evidence for exemption of EMD. *In case of non-submission of the EMD or documentary evidence towards exemption of EMD as detailed above the tender shall be treated as non-responsive and will not be processed further.*

B. Exemption from Submission of EMD

EMD should be submitted by the bidders except those who are Ancillary units of CCL, NSIC, MSEs, Startups and Central/ State Government Organizations/ PSUs irrespective of the stores for which they are registered.

- a) Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State / Central Government Organizations/ PSUs	Self- declaration
2	NSIC registered Firms	Valid and Complete NSIC Registration certificate attested by Notary Public
3	Ancillary Units of Central Coalfields Limited	Valid and Complete Ancillary status certificate attested by Notary Public
4	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of Registration certificate for the tendered item issued by District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or Udyog Aadhaar Memorandum [UAM] issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-II) signed by DIC.
5	Startup	Public Notary Attested copy of Recognition certificate from Department for Promotion of Industry & Internal Trade [DPIIT].

Note:

1. Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period is as per NIT & covers the original date of tender opening.
2. Above referred “Public Procurement Policy for MSEs Order, 2012” is applicable for procurement of goods produced and services rendered by MSEs. **Traders are excluded from the purview of Public Procurement Policy.**

C. Refund of EMD

Refund of Earnest Money Deposit: EMD furnished by all unsuccessful tenderers (except the bidders whose EMD is to be forfeited) shall be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. EMD of the successful tenderer shall be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract. The EMD of successful bidder ~~and also foreign bidders~~ will be refunded through e-payment for which the bidders will have to upload the Mandate Form with Bank details. In case of e-procurement, EMD of unsuccessful bidders will be refunded through e-procurement portal/system. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.

- In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.
- If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment. For all such e-Payments, bidder will have to submit Mandate Form as per [\[Annexure-XVI\]](#), **Sample Form.**

D. Forfeiture of EMD

The EMD shall be forfeited in the following cases:

- If the bidder withdraws its bid during the period of bid validity offered by the bidder; or
- In the case of a successful bidder, if the successful bidder fails
 1. Fails to submit order acceptance within 30 days from the date of order; or
 2. Refuses to accept/execute the contract.
 3. Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

8. Deadline for Submission of Bids

Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in **Sec-I, IFB**.

The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

In case, 03(three) bids are not received within originally stipulated time; the due date of tender shall be extended by 2 days automatically by the portal. In case even after one extension of due date by 2 (Two) days, less than 03(three) bids are received, the due date shall again be extended by another 5 (Five) days by the portal automatically. If, even after granting two extensions (2 days+5 days), less than 03(three) bids are received, tender shall be opened without further extension. In case no offer is received, tender will be cancelled.

9. Late Bids

No bid will be accepted after the deadline for online submission of bid.

10. Modification and Withdrawal of Bids

- i. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
- ii. No bid can be modified after the deadline for submission of bids.
- iii. Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.
- iv. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money.

11. Purchaser's Right to Accept or Reject any or all Bids

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. No dispute of any kind can be raised against this right of the Purchaser in any court of law or elsewhere.

12. Bid Prices

Prices quoted must be FIRM till delivery and on F.O.R. Destination basis, with the break up as per BOQ / Price Bid. Delivery is to be effected on door delivery basis. Safe arrival of stores at destination shall be the responsibility of the supplier. The prices must be quoted in the following manner: -

Prices quoted should be given in figures only (To be indicated in BOQ/Price Bid only).

- I.) **For Bidders in India:** The rate should be quoted by the bidders from India in Indian Rupee on FOR Destination basis which may be any regional / Central Stores of CCL. The offer should indicate rate per unit, discount if any, etc. in the Price Bid format Bid_INR.
The bidder should indicate all the relevant cost elements applicable in their case in Bid_INR at the specified space.
For taxes / duties (% age) and amount both should be clearly indicated as applicable on the date of offer. The prices quoted should be net of Input Tax Credit of bidder.
Safe arrival of materials up to destination shall be the responsibility of the supplier. Thus E-Way bill, if any required shall be arranged by Bidder.

II.) Conditional discounts shall not be considered for comparison purpose. Cash discount or prompt payment discount will also not be considered for comparison purpose. However, the discount offered for CCL normal payment terms (without any condition or deviation) given in this tender will not be considered as conditional discount.

III.) Consideration of Abnormally Low Bids

An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

E. Bid Opening and Evaluation

1. Opening of Bids by Purchaser

- i. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process, document in support of exemption of EMD (if applicable) and documents as per requirement of Technical Parameter Sheet (TPS-BoQ1) Cum Commercial parameter Sheet (CPS) in excel format for techno-commercial evaluation.
- ii. The online bids will be opened on the pre-scheduled date and time of tender opening. The bids will be decrypted on-line and will be opened by the “Bid Opener” with their Digital Signature Certificates and upon opening of the tender by the bid openers, system automatically evaluates particulars as contained in TPS and other commercial parameters (combined with TPS).
- iii. Upon opening of the bids, TPS, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices is generated by the system.
- iv. The L-1 price in INR will be declared by the system, based on the comparative statement so generated.

2. REVERSE AUCTION (For Estimated Value of the tender more than Rupees 50 Lakhs):

Upon opening of the price bids, a reverse auction platform will be created after system calculates L-1 price automatically as per Evaluation criteria of NIT. This L-1 price will be Auction Start Price. The RA will start within 2 hours from actual time of opening of tender and same will be intimated through SMS & e-mail by the e-procurement system. However, bidders will be able to see the auction details in the “MY AUCTION” tab after successful publication of the Reverse Auction Platform. At the time of auction, bidders may participate in Auction through “LIVE AUCTION” tab. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

Reverse Auction Process (RAP) shall be as under:

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform named “Auction BOQ” will be created.
- (b) Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.
- (c) The multi auction template will display only the item-wise L-1 price received, decrement value, starting and end time. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders and CCL.
- (d) The L-1 bid price of each item, calculated as per Evaluation criteria of NIT, will be “Start Bid Price” for respective item of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) Item-wise H -1 bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H -1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H -1 net landed cost/price, the bidder who had submitted/ frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, H -1 elimination will not be applicable to the preferential category of bidder like MSEs, Make In India (MII), Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.
- (g) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
 - i) For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
 - ii) For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.

- iii) For decrement value from Rs.101/- to Rs.1, 000/-, rounding off will be made to nearest 100.
- iv) For decrement value from Rs.1,001/- to Rs.10, 000/-, rounding off will be made to nearest 1,000;
- v) For decrement value from Rs.10,001/- to Rs.1,00,000/-, rounding off will be made to nearest 10,000;
- vi) For decrement value from Rs.1, 00, 001/- to Rs.10, 00,000/-, rounding off will be made to nearest 1, 00,000 and so on...

(h)The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower.

This shall be worked out as under:

$$DV_1 = (DV + \frac{2}{100} \times L1)$$

Where DV= Decrement Value (fixed) as indicated in NIT

DV₁= Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range)

L1= Start Bid Price or Current Lowest Price as displayed during reverse auction

If the start bid price is Rs.21000 and decrement value is Rs.100, the maximum seal percentage will be 2% of 21000 i.e. Rs.420 and upper range of reduction shall be Rs.520 (100+420). However, as reduction has to be in multiples of decrement value, maximum reduction that can be offered by the bidder will be Rs.500 only and hence, first reduced bid in reverse auction cannot be below Rs.20500.

In the above scenario, the seal percentage for 2nd bid will be 2% of 20500 i.e. Rs.410 and the upper range of reduction shall be Rs.510 (100+410). Thus, maximum reduction that can be offered will again be Rs.500 only in multiples of Rs.100 (decrement value).

- (i)Initial period of reverse auction will be two hours. There will be auto extensions of time every time by 10 minutes in case of any reduction recorded in the last 10 minutes. The reverse auction will end only when there is no further reduction recorded in the last 10 minutes slot.
- (j)System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall.
- (k)The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- (l)Break-up of price: The price break-up will be sought through confirmatory link and the successful bidder shall upload break-up of price online through confirmatory link, after reverse auction in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any item/component. The price, if any, may be either equal to the price offered in reverse auction or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The break-up of prices should be uploaded in specified time frame. In case the L-1 bidder fails to submit the break-up of landed price within stipulated period, the Purchaser will be at liberty to place order on the basis of the break-up of the e-price bid (BOQ template) submitted by the bidder along with the initial offer, proportionately reduced and the same will be binding on the bidder.
- (m)If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price-bid, whichever is lower.
- (n)Since, reverse auction is a sequel to e-tender; the process of finalizing the tender upon completion of reverse auction will be the same as the tender process without reverse auction.
- (o)The Auction bid history shall reflect only the bid price.
- (p)Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.

- (q)Purchase Preference: In case NIT provides for purchase preference as per Govt. of India policy, as may be notified from time to time to any category of bidders, and if any of the bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage.
- ~~(r)Conversion Rate: While evaluating the bids, for conversion of foreign currency into Indian Rupees, the exchange rate prevailing on the price bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or data obtained directly from Banks.~~
- (s)Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- (t)On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published in the portal. All bidders shall have the facility to see and get a print of the same for their record.
- (u)All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by the Purchaser will form a binding contract between the Purchaser and the bidder for entering into a contract.
- (v)Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- (w)If the lowest price received during reverse auction is found unreasonable or it is unacceptable by Tender Inviting Authority (TIA), the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- (x)In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP.
- (y)Restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

3. Examination, Verification and Evaluation of Bids

- a) Supportive documents of the L-1 bidders for the respective items shall be downloaded for evaluation first.
- b) Any L-1 bid which has not been submitted either with the requisite amount of EMD or the valid exemption document will not be considered for further evaluation.
- c) During evaluation of the uploaded documents, shortfall/confirmatory documents, if required, will be sought from the L-1 bidders. For this purpose, maximum 2 chances shall be given.
- d) The Purchaser will examine the Techno-Commercial bids submitted online by the L-1 bidders and the required uploaded documents to determine whether they are complete and in conformity with the tender document.
- e) Purchaser will determine whether Techno-commercial bid of the L-1 bidder is meeting to the requirements of the tender document on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the tender document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.

4. Evaluation and Comparison of the Bids

On the scheduled date and time of tender opening, both Techno-Commercial Bids (Cover-I) and Price-Bid (Cover-II) will be opened on-line. Upon opening, system will automatically evaluate particulars as contained in TPS including CPS and the TPS, BOQ and all other documents uploaded by eligible bidders

will get opened. After opening of the bids, a reverse auction platform (for tender Value more than 50.00 Lakhs) will be created with the lowest price obtained through BOQ (Price bid) as “Start bid price”. The reverse auction procedure has been elaborated in relevant Clause of NIT.

4.1 Evaluation of bids will be made item- wise in the following manner: -

A) Evaluation of Indigenous Offer in Indian Rupees

- a) The bidder will fill their unit prices in Indian Rupees and on FOR Destination basis with the applicable rate of GST on FOR destination price in BOQ- “INR sheet”. For the purpose of the contract, term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination
- b) The rate of GST entered by the bidder in BOQ- “INR sheet” shall be legally applicable rate of GST at the time of submission of bid.
- c) Landed Price shall be arrived at after adding these two elements of prices quoted in BOQ- “INR sheet”.
- d) Net Landed Unit Price will be arrived at after deducting Input Tax Credit for GST from Landed Price.

4.2 The L-1 status shall be decided by deducing the Input Tax credit on GST. Therefore, the bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in CCL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.

4.3 Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actuals based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.

4.4 If a new statutory tax/levy/Cess/surcharge etc. comes into effect after award of contract, the same will be considered based on the merit of the case.

5. Shortfall Documents / Confirmatory Documents (No shortfall documents shall be asked for tenders valuing upto Rs. 20.00 lakhs)

After evaluation shortfall documents/ Confirmatory Documents, if required, shall be sought from the L1 bidder. Request for documents and the response shall be in writing. No modification of the bid and any form of communication with CCL or submission of any additional documents, not specifically asked for by CCL, will be allowed and even submitted they will not be considered by the purchaser.

The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with sales tax/ VAT/ GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance considered. However, no new supply order should be asked for so as to qualify the bidder.

For this purpose, maximum 02 chances shall be given. The time period for the first clarification will be considered for 7x24 hours duration and for the subsequent second clarification, if required, as 5x24 hours duration.

The above documents will be specified on-line under the link ‘Confirmatory Documents, by evaluator, indicating the start date and end date giving 7 days / 5 days (as applicable)’ time for online submission by bidder. The bidders will get this information on their personalized dashboard under “Upload

Confirmatory Documents /Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period. CCL reserves the right to verify any of the documents uploaded by the bidder at any stage.

If the techno-commercial acceptability of L1 bidder is established upon verification of uploaded documents and shortfall documents/ Confirmatory Documents if any, the case shall be considered for further evaluation.

If the L1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents/ Confirmatory Documents obtained if required. This process shall continue sequentially till techno-commercially acceptable L1 is established.

6. The following penalties shall be imposed on the defaulting bidders:

- (i) If L-1 bidder is a defaulter for part of/ all items for which he is L-1, 100% of EMD amount or Rs.20.00 lakh, whichever is lower, shall be forfeited and the bidder shall be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.*
- (ii) In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice, failing which, his disqualification will be extended for another 1 year.*

Note:

- a. The penal provisions will be squarely applicable to all those defaulter firms whose documents are examined on account of treating them as L1 successively. For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.
 - b. The zone of applicability of penal provisions shall be TIA specific.
 - c. The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of the Purchase Manual 2020 of CIL.
 - d. A bidder will be treated as defaulter and liable for penal action as per provisions of purchase manual 2020, if the information/ declaration/scanned documents furnished / uploaded by them, in support of qualification /eligibility criteria / Provenness / or any other criteria as per the NIT is found to be wrong /misleading / not furnished / could not be verified by documentary evidence at any stage they will be liable for punitive action.
 - e. The bidders will have to give undertaking online that, if the information / declaration /scanned documents furnished by them, in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage they will be liable for punitive action (in Letter of Bid).
7. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.
- 8. Contacting the Purchaser**

Subject to clarification w.r.t. Shortfall/confirmatory Documents, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder’s bid.

F.Placement of Order

1. Placement of Order: After the procurement is finalized, scanned copy of the Purchase order will be uploaded on the e-procurement portal and the original copy will be sent to the bidder/s through registered/speed post. Any amendments to the Purchase Order shall also be uploaded in the Portal. On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of order.

2. Subsequently, Successful bidder shall submit Security Depot and PBG, as applicable as per terms of Supply Order.

3. Code of Integrity for Public Procurement (CIPP):

3.1 The Purchaser requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

- i.) "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii.) "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- iii.) "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;
- iv.) "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v.) "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi.) "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

3.2 Procuring authorities, as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Any bidder must declare any previous transgressions of such a code of integrity with any entity, in any country, during the last three years, or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

3.3 **Punitive Provisions:** A particular violation of code of integrity may span more than one of the above mentioned unethical practices. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) if his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) if a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate. The due amount may be recovered from the bills of the supplier against any existing/future contract(s) with CIL and/or any of its subsidiaries.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under the signature of a General Manager level officer, with the Competition Commission of India; and
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

4. Pre-Contract Integrity Pact (Only For tenders / procurements of value of Rs. 2 crores and above.)

Not Applicable in the instant tender

The bidders will have to upload along with their offer, the duly filled in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as [[Annexure XIV, Sample Forms](#)] failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with name and designation of the signatory and witnesses at the last page of the Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person.

Name of the Independent External Monitor(s) (IEMs) for this tender are as follows:

Sl.	Name of IEM	Address	e-Mail ID
1	Shri Devendra Kumar Pathak IPS (retd.)	L/G4, Amrapali Sapphire Sector 45, NOIDA, UP 201303	pathak56515@gmail.com
2	Shri Srinivasan Rangarajan, IRSME (retd.)	C-1, Rail Nagar Podanur, Coimbatore 641023	ramasalperi@gmail.com

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). The email or the envelope should carry the subject line "Complaint to the IEM regarding Tender".

Failure to confirm the above may render the offer liable for rejection without any further correspondence.

5. Purchase Preference under 'Make in India' Policy

Under 'Make in India' policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018 and 29.05.2019) of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry. ([Annexure-XV](#), **Sample Forms**). Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order.

Note: The bidders who claim Purchase Preference under 'Make in India' Policy shall fulfill all requirements of tender document applicable for Indigenous Manufacturer.

6. Purchase Preference to Micro & Small Enterprises (MSEs)

As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified notarized copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

“25% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the band of L-1 +15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and Small Enterprises. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (tendered quantity).

Out of 25% of this quantity, 4% shall be procured from Micro and Small Enterprises owned by SC/ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirement and L-1 price this 4% requirement earmarked for Micro and Small Enterprises owned by SC/ST shall be met from other Micro and Small Enterprises.

MSEs would be treated as owned by SC/ ST entrepreneurs if:

(i) In case of proprietary MSE, proprietor(s) shall be SC/ST.

(ii) In case of partnership MSE, the SC/ ST partner(s) shall be holding at least 51% shares in the unit.

(iii) In case of Public Limited Companies, at least 51% share shall be held by SC/ ST entrepreneurs at any given point of time.

Special provision for Micro and Small Enterprise owned by women. Out of the total procurement from Micro and Small Enterprises, 3 per cent from within 25 per cent target shall be earmarked for procurement from Micro and Small Enterprise owned by women.

The firm has to submit a notarized copy of Entrepreneurs memorandum certificate i.e. EM-Part-2 issued by District Industries Centre or Registration certificate issued by District Industries Centers (DICs) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or firms having Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) to claim their status as “MICRO” & “SMALL” Enterprise.

“SC” & “ST” Entrepreneurs have to submit necessary caste certificate issued by State Authorities.

NOTE: MSE firms are required to declare their UAM No., failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSEs Order 2012.

7. Purchase Preference to Ancillary Units of Central Coalfields Limited

- 7.1 The Ancillary units should indicate their assessed capacity along with the total pending order available with them on the date of tender opening. The difference between the two will be taken as their available balance capacity for the tender and distribution of order quantity will be decided based on the same.
- 7.2 Ancillary Status granted to a firm shall be valid for a period of three years during which the performance of the firm shall be monitored and in case of consistent unsatisfactory performance of the firm or change in the status of the firm from MSE to Medium or Large Enterprise, the ancillary status granted to the firm shall be withdrawn. Renewal of ancillary status for another three years shall be considered only after receipt of request made by the firm.
- 7.3 In tender, the participating ancillary units within the price band of L1 +15% shall also be allowed to supply a portion of requirement by bringing down their price to L I price in a situation where L1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 20% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).
- 7.4 If in a tender, L I price is quoted by an ancillary unit, then the ancillary who quoted L1 price will get the opportunity for full supply. However, if there are MSEs within L1 + 15% price band, then 25% tender quantity shall be awarded to them subject to their matching L1 price.

8. CERTIFICATE OF DOMESTIC MANUFACTURER:

A. For value up to Rs 10 crores

- a. **The class –I local supplier** at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self -certification that the item offered meets the minimum local content of equal to or more than 50% **and** shall give Details of the location(s) at which the local value addition is made (please also refer point no 02 of Annexure XV).
- b. **The class –II local supplier** at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self -certification that the item offered meets the minimum local content of more than 20% and less than 50% **and** shall give Details of the location(s) at which the local value addition is made (please refer point no 02 of Annexure XV).

B. For value in excess of Rs 10 crores

- a. **The class –I local supplier**, in cases of procurement for a value in excess of Rs. 10 crores, the local supplier (class-I) shall be required to indicate percentage of local content and to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content of equal to or more than 50%
- b. **The class –II local supplier**, in cases of procurement for a value in excess of Rs. 10 crores, the local supplier (class-II) shall be required to indicate percentage of local content and to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content of more than 20% and less than 50%.

Note: - In case bid has been submitted by the authorized agent of the Indian Manufacturer, then it will submit the class –I or class –II certificate, as the case be of its principal manufacturer.

9. Cartel Formation/Pool Rates

In case a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system.

Such and similar tactics to avoid/ control true competition in a tender leading to “Appreciable Adverse Effect on Competition” (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.

9.1 In case of cartelization or apparent cartel formation, CCL reserves the right to:

- (i) Ban or suspend business with the suspect bidders and cancel their bids without assigning any reason thereof and
 - (ii) Place order on one or more firms with exclusion of the rest without assigning any reason thereof.
- The matter of cartelization or collusive bidding based on any material or circumstantial evidences or otherwise would be decided by the IEM(s) nominated for this tender.

10. Conflict of Interest among Bidders/Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have controlling partner (s) in common; or
- (b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (c) they have the same legal representative/agent for purposes of this bid; or
- (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

(f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal.

(g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “Goods” means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) “Services” means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) “GCC” means the Conditions of Contract contained in this section;
- f) “SCC” means the Special Conditions of Contract;
- g) “Purchaser” means the organization purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) “Purchaser’s country” is India;
- i) “Supplier/Contractor” means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) “CIL” means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) “Year” means the Calendar Year.
- l) “Chairman” means the Chairman of Coal India Limited.
- m) “Chairman-cum-Managing Director” means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Central Coalfields Limited and Mahanadi Coalfields Limited.
- n) “Drawing” means the drawing and plans specified in or annexed to the schedule or specifications.
- o) “Inspector” means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) “Progress Officer” means any person nominated by or on behalf of the Purchaser to visit supplier’s works to ascertain position of deliveries of Goods ordered.
- q) “Materials” shall mean anything used in the manufacture or fabrication of the stores.
- r) “Stores” means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) “Test” means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) “Site” means the place or places named in the “Supply Order” or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.

- v) Words in singular include the plural and vice-versa.
 - w) Words denoting the masculine gender shall be taken to include the feminine gender.
 - x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
 - z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
- aa) "Particulars" shall mean the following:
- i. Specifications;
 - ii. Drawing;
 - iii. Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v. Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi. Proprietary make denoting the product of an individual manufacturer;
 - vii. Any other details governing the construction manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. **Application:** These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. **Standards:** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

4. **Use of Contract Documents and Information**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. **Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

6. **Security Deposit** (Also refer SCC)

- 6.1 The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

- 6.2 The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- 6.3 The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 6.4 In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- 6.5 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6 If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
- If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled, and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL/CCL.
- 6.7 In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- 6.8 Security Deposit will be released with the approval of HOD of MM/Purchase Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- 6.9 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

6.10 **EXEMPTION OF SECURITY DEPOSIT:** -All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. ~~OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.~~

6.11 Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.

6.12 The SDBG will be submitted Through Structured Financial Management System (SFMS).

7. Performance Bank Guarantee: APPLICABLE. (Also refer SCC)

7.1 The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

7.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

7.3 The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. ~~In case of multi currency contract, separate PBG in respective currency for required value shall be submitted.~~

7.4 If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.

7.5 The PBG (s) shall remain valid till 3 months after the completion of warranty period.

7.6 The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/ equipment(s).

7.7 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.

7.8 In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.

7.9 The PBG will be submitted through Structured Financial Management System (SFMS).

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspectors). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspectors) ***and/or to engage any other third-party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, at least 30 days in advance will be given for inspection.***
- 8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4 Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- 8.5 The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.

8.6 Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.

9.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.

9.4 The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

9.5 Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:

- i.) Project;
- ii.) Contract No;
- iii.) Country of origin of Goods;
- iv.) Supplier's name;
- v.) Packing list Reference Number;
- vi.) The gross weight, net weight and cubic measurement;
- vii.) Consignee Name and Address;

9.6 A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents: 04 months from the date of issue of supply order or earlier. Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of the delivery period.

10.1 The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.

10.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

10.3 For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of Incoterm s on the date of tender opening, published by the International Chamber of Commerce, Paris.

10.4 The details of shipping documents to be furnished by the Supplier are specified below:

a) For Domestic Goods from within India:

Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and deliver by express courier service the following documents to the Purchaser with a copy to the Ultimate Consignee:

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate;

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

11. Insurance

11.1 Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

11.2 Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/ FOB/ CFR basis, marine/air insurance shall be the responsibility of the purchaser.

11.3 In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.

11.4 Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

11.5 Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR-destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance".

12. Transportation

It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carriers is illegal."

13. Warranty (Also refer SCC & SOR)

13.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials

unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

13.2 This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment/tendered item.

13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

13.4 If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

PLEASE ALSO REFER TECHNICAL SPECIFICATION SECTION AND TPS

14. Payment

14.1 Please refer SCC for Specific payment terms.

14.2 In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL / Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt, of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

15. Changes in Order

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) the method of shipment or packing;
- c) the place of delivery; and/or
- d) the place of Services to be provided by the Supplier.

16. Contract Amendments

Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/ Purchase Order shall be made except by written amendment issued against the Contract/ Purchase Order.

17. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. However, the consent of the Purchaser shall not relieve the supplier from any obligation, duty or responsibility under the contract.

18. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded by it to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the supplier will be solely responsible for all obligations under the contract.

19. Delays in the Supplier's Performance

19.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

19.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of a by amendment to the Contract/ Purchase Order.

19.3 Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages (Also refer SCC)

20.1 In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To forfeit the security deposit fully or in part.
- f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful

tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

20.2 For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be considered for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

21. Termination for Default and breach of contract

21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- c) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing

21.2 For the purpose of this Clause:

- i.) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii.) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

21.3 In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty-one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier

shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.

22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.

22.7 The contract shall be governed by the following Force Majeure Clause:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events ") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract n or shall either party have any claim for damages against the other in respect of such non - performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. "

23. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods those are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

26. Taxes and Duties

~~26.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.~~

26.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, licence fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

27. Limitation of Liabilities

Except in cases of criminal negligence or willful misconduct

27.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/ or from any other remote cause whatsoever.

27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.

27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

28. Settlement of commercial disputes in case of contracts with Public Sector Enterprises/ Govt. Dept.(s)

28.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt, of India.

28.2 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the contract: -

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM)/FTS – 1835 dated 22.05.2018."

29. Progress Reports

29.1 The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

29.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

30. Provisions of CIL's Purchase Manual

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

31. Applicable Law

The Contract shall be governed by the laws of the Republic of India, unless otherwise specified in the bid document.

32. Settlement of Disputes through Court of Law of Competent Jurisdiction

The disputes/claims arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the competent court of law as per the following provisions:

Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the tenders have been invited. All the dispute/claims arising out of the contract entered into with contractor will be subject to the jurisdiction of Courts of the place from where the contract has been issued. In the contract, the following should be inserted:

"The Courts in whose territorial jurisdiction the place from where contract is being issued is located i.e. RANCHI, JHARKHAND shall be competent to deal with any matter arising out of this Purchase Order/Contract."

33. Notices

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing. For the purpose of all notices, the following shall be the address of the Purchaser:

General Manager (MM) – Purchase / HOD,
Central Coalfields Limited (HQ), Darbhanga House,
MM Department, 1st Floor, Swarnarekha Building,
Distt.: Ranchi (JH) - 834001, India
Fax: 0651 – 2360198 Phone: 0651 – 2361716
Email address: gmmm.ccl@coalindia.in

33.2 A notice shall be effective when delivered on notice's effective date, whichever is later.

33.3 In case of change in address, the supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions contained herein shall prevail over those in the General Conditions of Contract.

1. Security Deposit (Also refer GCC)

- 1.1** The successful tenderer shall have to deposit Security Money for an amount of ten per cent of the total landed value of the contract including all taxes, duties and other costs and charges in the form of Bank Draft drawn in favour of **Central Coalfields Ltd. payable at SBI, CCL CAMPUS Branch, Ranchi (JH)** or at any scheduled bank located at Ranchi (JH), or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of CCL enclosed as **Annexure-XII** within 15 days from date of placement of order.
- 1.2** The Security Deposit shall be in the same currency (ies) in which contract is to be signed. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 1.3** The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee.
- 1.4** Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause of NIT.
- 1.5** Bidders submitting BG towards Security Deposit Cum PBG shall submit the same in Performance BG format (Annexure XIII), clearly indicating SMD cum PBG, in such case the amount of PBG should not be less than 10% of the landed value of order. Validity period of the BG shall cover the period of Security deposit as well as period of Performance bank Guarantee
- 1.6** The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No	10106155123
	Customer-ID of Beneficiary	80288731402
	Department	MM Dept.
Beneficiary Bank	State Bank of India	
Branch	SME Branch	
Address	Doranda, Ranchi- 834002	
IFSC Code	SBIN0009620	

- 1.7** Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

1.8 Exemption from submission of Security Deposit:

All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.

2. Grace Period

- 2.1 A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities will make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.
- 2.2 The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for inspection of stores (in case of pre-dispatch inspections) which should be made within the original delivery period.
- 2.3 If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser may accept the stores even though the inspection was completed after the delivery date.
- 2.4 The grace period will only apply to the original contract delivery period/re- fixed delivery period and will not be applicable once an extension of delivery has been granted.

3. Remedies to Purchaser for delay in Supply/ Non-Supply for which Supplier is responsible:

The purchaser has the following options depending upon the circumstance of case: -

- a) To extend the delivery period with imposition of liquidated damages, right of reservation and denial clauses
- b) To forfeit the security deposit in full or in part depending on the merit of the case
- c) To cancel the contract
- d) To impose other available sanctions/penalties as per contractual provision.

4. Liquidated Damages (Also refer GCC)

In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CCL should have the right: -

- a) To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent) of the total contract value.
- b) or to purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or,
- c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To forfeit the security deposit fully or partly.
- f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, CCL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- g) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.
- h) Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidated damage, if any arises

5. Payment terms:

5.1 80% payment along with full taxes and duties, may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of performance bank guarantee. Balance 20% payment shall be released within 21 days after successful commissioning of the plant & machinery/ equipment.

The payment shall be made by “Electronic Fund Transfer (EFT)” or e-payment. Bidders are therefore requested to indicate EFT No. & other relevant details in your offer like their bank A/c no, name of bank, address of bank, branch code etc for e - Payment.

As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified notarized copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

TReDS platform: Central Coalfields Limited has onboarded the TReDS platform through Receivables Exchange of India Limited (RXIL: website www.rxil.in).

TReDS is an online discounting platform primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. The main objective of the TReDS platform is to help MSME vendor get trade receivables financed based on the credit profile of Buyer and immediate payment once the trade receivables are financed.

MSME vendors of CCL are requested to register themselves on RXIL. TReDS platform to avail the above benefits.

5.1.1 Submission of Documents for Payment in Indian Rupees:

For payment in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Four copies of the Supplier’s invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Manufacturer’s Test & Inspection Certificate.
- d. Manufacturer’s Warranty /Guarantee Certificate as per the guarantee/warranty clause of NIT.
- e. Lowest Price Certificate as per clause of NIT.
- f. Any other document(s) required as per NIT & contract.

NO OTHER PAYMENT TERMS SHALL BE ACCEPTED

6. Paying Authority & Consignee

1	Consignee details (Place of delivery of materials)	Depot officer, Central Stores, CCL, AT & P.O. Barkakana, Dist: Ramgarh, State: Jharkhand (Pin Code: 829103)
2	Paying Authority	The General Manager (Finance-HQ), CCL, Ranchi

7. Prices

7.1 Lowest Price Certificate

The Tenderer should submit a certificate and upload the same in “CERTIFICATES” along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to other Govt. Depts. / Undertakings including other Subsidiaries of CIL/Private Organisations.

The Supplier must submit a price certificate in all their invoices in the following format for all items:

“It is certified that the prices, indicated in this invoice is not higher than the amount billed to other Govt. organizations / PSUs / Private Organizations during the contract period.”

7.2 Price Fall Clause

The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

- (i.) The currency of contract will mean the period till completion of supply.
- (ii.) **The bidder will have to submit a copy of the last (latest) purchase order for the similar/ordered item (s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization, along with the offer.**
- (iii.) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar/ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract.
- (iv.) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar/ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization.”

There shall be no Price Fall Clause for purchase value upto Rs.1.00 lakh.

8. Banned or De-listed suppliers

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive. ([Annexure IX](#))

9. Distribution of Order

9.1 In case the L1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L1 price (landed) shall be counter offered to L2 tenderer and after their acceptance L2 tenderer shall be booked for their offered capacity. Similar process of counter offering L1 rate to L-3 and L-4 vendor and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

9.2 Purchase Preference/Distribution of Qty. to MSEs / Startup/Make in India/ Ancillary Units of CCL etc. shall be dealt as per relevant clauses of NIT.

10. Risk Purchase

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Central Coalfields Limited shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the

supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies /CIL. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

Risk purchase action may be initiated under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

11. Taxes and Duties

While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017.

- a. The tax invoice raised by the supplier against the services rendered on or after the appointed day must comply with relevant GST Acts, rules & notifications made there-under and should bear the GSTIN 20AAACC7476RHZT of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.
- b. The CGST & SGST, or IGST and GST (Compensation to state tax), as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL could be able to avail Input tax credit of such CGST & GST or IGST and GST (compensation to state cess) reflected in the invoice.
- c. If CCL fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice including Interest and penalties, if any, as per GST Act, shall be recovered from the current bills or any other dues of the supplier.
- d. The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there-under.
- e. Where any differential amount is payable to the service provider on account of revision in price or escalation etc or any other reason in relation to service provided before the appointed date, the Tax Invoice or debit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- f. Similarly, where any differential amount is recoverable from the service provider on account of downward revision in price or due to any other reason in relation to service provided before the appointed date, the credit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- g. In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- h. Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.
- i. E-way Bill: The a-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the E-way bill will be arranged by CCL if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the E-way bill is required to be issued by recipient of goods.
- j. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues. Further Earnest Money/Performance Security forfeited will be inclusive of GST.
- k. TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of services on or after the appointed day.
- l. In reference to relevant tax clause of bid document regarding payment/recovery on account of any new/increase/decrease in tax, the provisions under GST [CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government] shall become applicable in the contract.
- m. The bidder shall submit an undertaking that any extra benefit of ITC in future shall also be passed on to CCL.
- n. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential

amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.

- o. In case of failure of the supplier to comply GST provisions for availing ITC (by CCL), the supplier has to pay the amount of ITC to CCL or CCL will have the right to recover the same from any of the payments due to the supplier

12. INPUT TAX CREDIT:

CCL is entitled to avail input tax credit on account of GST, SGST, IGST, GST CESS for indigenous products, IGST for imported products. Hence, set off allowed against CGST, SGST, IGST as per relevant tax act shall be considered for determining tender status for which bidders shall agree to submit all the documents/information as per CGST Act, 2017, at the time of supply, along For this, the [invoice issued by the supplier should contain](#) all the information as per [CGST Act, 2017](#) & [CGST Rule, 2017](#) and latest notifications /amendment's if any.

13. ~~Purchase under Option Clause against Existing Contract (only for spares & consumables)~~

~~13.1 CCL reserves the right to increase or decrease the ordered quantity by \pm 25%. The increase in quantity shall be at the same rate, terms and conditions. If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them.~~

~~13.2 With the provision of the Option Clause, coverage for additional quantity upto 25% of offered quantity can be made either by:~~

- ~~a) ordering full 25% quantity at the time of placement of contract;~~
- ~~b) ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract;~~
- ~~c) Ordering option quantity subsequent to placement of contract but during the currency of contract.~~

~~13.3 The Purchaser's right to vary the ordered quantity by (+) 25% can be exercised at any time, till final delivery date of the contract even though the quantity ordered initially has been supplied in full before the last date of Delivery Period. In case delivery date is extended in a contract with (+) 25% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.~~

~~13.4 While exercising the (-) 25% option clause, a reasonable notice shall be given to the supplier. The 'reasonable notice' for exercise of (-) 25% option clause consequent to decrease in price subsequent to placement of contract shall be served by giving a reasonable opportunity to the supplier to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 25% quantity, whichever is less. Where the supplier does not unconditionally accept such lower rate, no further consent from the supplier is necessary for exercise of (-) 25% quantity under option clause.~~

14. Performance Bank Guarantee (Also refer GCC)

14.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract on Landed basis inclusive of all taxes and duties on FOR destination basis to cover the warranty/guarantee period.

14.2 The Performance Bank Guarantee shall be in the form of a Bank Guarantee issued by an RBI scheduled bank in India in the format attached as [Annexure XIII, Sample Forms](#) on a non-judicial stamp paper.

14.3 The PBG shall be in the same currency (ies) in which supply order has been issued. ~~In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.~~

14.4 If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained above, by the number of equipment ordered for that particular item of the NIT.

14.5 7 The PBG (s) shall remain valid till 3 months after the completion of warranty period. The warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment.

14.6 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval.

14.7 The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No	10106155123
	Customer-ID of Beneficiary	80288731402
	Department	MM Dept.
Beneficiary Bank	State Bank of India	
Branch	SME Branch	
Address	Doranda, Ranchi- 834002	
IFSC Code	SBIN0009620	

15. Inspection: [Stage/Pre-dispatch inspection: Not Applicable] Final Inspection is Applicable

A) Stage/Pre-dispatch inspection:

~~Stage/Pre-dispatch inspection will be carried out by M/s. CMPDIL (CCL'S NOMINATED AGENCY) as per their methodology. In brief the scope and conditions of the Inspection will be as follows:-~~

- ~~a) Checking and approval of test procedures/quality assurance plans.~~
- ~~b) Verification of records and documentation of vendor works inspection.~~
- ~~c) Verification of documents and test certificate of bought out items and cross checks.~~
- ~~d) Provide the facilities for carrying out all tests as required in specifications of vendors works else these will be carried out at independent test house if considered so necessary by CMPDIL/CCL'S NOMINATED AGENCY at vendors cost.~~
- ~~e) Final testing and checking as per specifications.~~
- ~~f) CMPDIL/CCL'S NOMINATED AGENCY will have full and free access to the place of the supplier / manufacturer during process of manufacturing and during inspection activities.~~
- ~~g) Inspection fee @ 1% of the FOR Destination price plus GST as applicable is to be paid to CMPDIL/CCL'S NOMINATED AGENCY in advance by e-payment mode along with inspection call letter, which will be reimbursed by CCL along with consignment billing.~~
- ~~h) Pre Dispatch inspection by CMPDIL/CCL'S NOMINATED AGENCY shall be applicable, **except in case of supplies by OEM's and direct import by CCL.**~~
- ~~i) Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL (CCL'S NOMINATED AGENCY) for arranging inspection within valid delivery period as per contract.~~

~~In the event of rejection / non readiness of materials during the first visit of inspector/s of CMPDIL/CCL'S NOMINATED AGENCY, the manufacturers/suppliers shall pay to CMPDIL/CCL'S NOMINATED AGENCY all charges including actual travel and hotel expenses~~

along with inspection fee for the second visit

NB: The Manufacturer/ Firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:-

- i. Visit CMPDI site (www.cmpdi.co.in).
- ii. Click on the link of State Bank Collect to pay Inspection Fee.
- iii. Click the acceptance of terms & conditions and then click the proceed button.
- iv. Next page will open. Here you select the state as Jharkhand and then select the type of institution as PSU Public Sector Undertaking, then press go button.
- v. Next page will open requesting to you select PSU name, here you select cmpdi Ltd. & then press the submit button.
- vi. Next page will open, requesting to select the payment category. Here you select "INSPECTION FEES".
- vii. Automatically, you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
- viii. After filling all the required data, press the submit button, you will be transferred to next page, which will request to verify the details and confirm the details. Press confirm button if entry made are correct otherwise press cancel. If you press Confirm then you will be transferred to next page where payment option will appear.
- ix. On this page, you will find the various modes of e payment of different banks i. e. net banking, debit card, credit card etc.
- x. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
- xi. After making the payment please take out the prints of e receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.
 - xii. The inspection call is required to be submitted online on the email id: gmenm.cmpdi@coalindia.in with a copy to paresh.saxena@coalindia.in in the following manner.
 - a. A Covering letter on your letter head giving the details of inspection.
 - b. Inspection Call duly stamped and signed, addressed to GM(E&M) CMPDI in the required format on your letter head.
 - c. Copy of e money receipt for the PDI Fee deposited online.
 - d. Copy of the respective complete supplied order against which inspections call is raised.
 All the above four documents are to be submitted in separate PDF files.
 - xiii. Simultaneously, a copy of e money receipt for the PDI Fee deposited online must be mailed on the email id: hqfinance@yahoo.com, with a copy to sandeep.aru@coalindia.in

Note: The facility for submission of PDI Fee on State Bank Collect will be available from 1st to 28th of every month.

To
 The General Manager (E&M),
 CMPDI Ltd., Gondwana Place, Kanke Road,
 Ranchi 834031
 (Ph 0651 2230876, Fax 0651 2230127)

INSPECTION CALL
 (TO BE TYPED IN Company's Letter Head)

Name of Subsidiary Company of CIL	Inspection Call Ref. No. & Date:
Manufacturers' Name with Address & Tel/Mobile phone No.:	P.O.No./R.C.No./Amendment /etc.:
Contact Person Details : -Tel./Mobile Phone No.:	Date:
-email id:	Status of supply order :Running Order / New Order: (Please tick the appropriate one)
Place of Inspection	Brief Description of Material:
Qty. of Offered Material:	Value of Offered Material: Basic Value:

Date of readiness of Material: Proposed date of Inspection:	Consignment Value: (Including of all Taxes)
Inspection Fee @ 1% of Consignment value (Inclusive of GST, Packing & Forwarding charges, Insurance, Freight etc. after deduction of TDS if applicable) Rs.....GST @18% or as applicable on the date of submission of PDI Fee Rs..... Total :	Details of e receipt payment generated after paying the inspection Fee on SB collect: 1. e receipt no:..... 2. 2. Date:..... 3. 3. Amount in Rs.....
Note: 1. Inspection fee and service tax charges is being sent on email id: gmenm.empdi@coalindia.in with a copy to paresh.saxena@coalindia.in 2. Copy of Purchase Order to be enclosed with inspection call.	

Signature with seal.

B. Final inspection of materials: Final inspection of the consignment will be carried out at the destination stores by HOD/General Manager of the technical department (E&M) or his authorized representative as per rule, which will be arranged by the consignee on receipt of stores.

16. Guarantee/Warranty:

12 Months from the date of commissioning of tendered items. The supplier shall be responsible for any defects that may develop under the condition provided by the contract/supply order and under proper use, arise from faulty materials, design or poor workmanship and shall remedy such defects at his own cost when called upon to do so. In event of any defect in materials, design & workmanship, found during the aforesaid period, the defective part shall be replaced within 30 days of intimation received from the consignee without any extra cost to CCL

17. Identification marks:

The make / symbol/identification mark of manufacturer and part number should be clearly embossed/engraved/punched/or otherwise legibly indicated, wherever possible, on each and every item at a visible place which is not subject to normal wear and tear.

18. Installation & Commissioning: Required. (Within 15 days from handover of installation site)

19. After Sales Service: - Applicable.

The supplier will have to attend to faults within 10 days of the date of intimation from authorities during the warranty period.

20. ALL PROVISIONS OF COAL INDIA PURCHASE MANUAL- 2020 SHALL BE APPLICABLE TO THIS TENDER.

SECTION V - SCHEDULE OF REQUIREMENTS

SL. NO.	DESCRIPTION OF ITEMS	QTY. (IN NOS.)
1	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 150 KVAR, 3.3 KV, 3 phase, Indoor type	1
2	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 300 KVAR, 3.3 KV, 3 phase, Indoor type	1
3	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 600 KVAR, 3.3 KV, 3 phase, Outdoor type	1
4	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 900 KVAR, 3.3 KV, 3 phase, Indoor type	1
5	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 400 KVAR, 11 KV, 3 phase, Outdoor type	1
6	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 600 KVAR, 11 KV, 3 phase, Indoor type	2
7	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 900 KVAR, 11 KV, 3 phase, Indoor type	2
TOTAL (In Nos.)		9

- Delivery schedule: 04 months from the date of issue of supply order or earlier. Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of the delivery period
- Guarantee/Warranty: 12 Months from the date of commissioning of tendered items. The supplier shall be responsible for any defects that may develop under the condition provided by the contract/supply order and under proper use, arise from faulty materials, design or poor workmanship and shall remedy such defects at his own cost when called upon to do so. In event of any defect in materials, design & workmanship, found during the aforesaid period, the defective part shall be replaced within 30 days of intimation received from the consignee without any extra cost to CCL.
- Identification marks: The make / symbol/identification mark of manufacturer and part number should be clearly embossed/engraved/punched/or otherwise legibly indicated, wherever possible, on each and every item at a visible place which is not subject to normal wear and tear.
- Pre-Despatch/CMPDI Inspection: - Not Required
- Final Inspection: - Final inspection of materials will be carried out at the consignee's end by HOD(E&M) or his authorized representative(s).
- Installation & commissioning: - Required (Within 15 days from handover of installation site)
- After Sales & Service: - Applicable. The supplier will have to attend to faults within 10 days of the date of intimation from authorities during the warranty period.

(Also refer General Conditions of Contract & Special Conditions of Contract sections of NIT)

List of technical documents to be uploaded by the bidders:

- a) Documents to be uploaded with the offer towards evaluation of the bid: -
 - (i) Comprehensive technical literature of the offered item.
 - (ii) Make/ Model of the equipment.
 - (iii) Operating/maintenance manual with spares parts catalogue in duplicate.

- (iv) Complete wiring diagram and all other documents as per technical sheet of items.
 - (v) Notarized copy of Specification of the machine offered in a separate sheet.
 - (vi) Notarized copy of valid type test report from CPRI/Any other Govt. test laboratory/houses for tendered/offered model.
- b) Documents to be given with the supply: -
- (i) Operating/maintenance manual with spares parts catalogue in duplicate
 - (ii) The complete set of wiring diagram in duplicate as per technical specification of NIT.
 - (iii) Copy of valid routine test as desired as per technical specification of NIT.

SECTION VI - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION FOR CAPACITOR BANK, (11kV& 3.3 KV WITH APFC PANEL)

SCHEDULE OF REQUIREMENT

SL. NO.	DESCRIPTION OF ITEMS	QTY. (IN NOS.)
1	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 150 KVAR, 3.3 KV, 3 phase, Indoor type	1
2	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 300 KVAR, 3.3 KV, 3 phase, Indoor type	1
3	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 600 KVAR, 3.3 KV, 3 phase, Outdoor type	1
4	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 900 KVAR, 3.3 KV, 3 phase, Indoor type	1
5	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 400 KVAR, 11 KV, 3 phase, Outdoor type	1
6	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 600 KVAR, 11 KV, 3 phase, Indoor type	2
7	Supply, Installation & Commissioning of Capacitor bank with APFC Panel, 900 KVAR, 11 KV, 3 phase, Indoor type	2
TOTAL (In Nos.)		9

CAPACITOR BANKS 11kV & 3.3 KV WITH APFC PANELS: -

1.0 SCOPE:-

- 1.1 The specification broadly covers – Design, manufacture, supply, installation & commissioning of Capacitor bank with APFC panel as per schedule of requirement given above at Sl. No. (1) to (7) which are required for installation at receiving point of supply for three phases, 50 cycles, solidly earthed neutral system of power supply. The capacitor bank shall consist of capacitor bank ,circuit breaker, Series Reactor, control & relay panel, isolators, LAs, CTs and all type of necessary connectors along with suitable mounting structure. All these equipment's shall have suitable terminal/equipment connectors.
- 1.2 The equipment's to be supplied against this specification are required for vital installations where continuity of service is very important. The design, materials and manufacture of the equipment shall, therefore, be of the highest order to ensure continuous and trouble-free service over the years.
- 1.3 The equipment offered shall be complete with all parts necessary for their effective and trouble-free operation. Such parts will be deemed to be within the scope of the supply irrespective of whether they are specifically indicated or not.

2.0 APPLICABLE STANDARD & CODES: -

Except where otherwise specified or implied here in the equipment's shall comply with the latest applicable Indian Standards IEC specification.

(i) Shunt capacitors for AC Power systems having a rated voltage above 1000V	:	IS:13925 part1.2012
(ii) Breakers	:	IEC56 (Para-I-IV)/IS2516
(iii) Bushings	:	IS 2099
(iv) Indicating Instruments	:	IS 1248
(v) Current transformers	:	IS 2705 / 1964
(vi) General arrangement for Switchgear & control gear	:	IS 4237
(vii) Degree of protection for enclosures of control gear	:	IS 2147
(viii) Electrical relays	:	IS 3231
(ix) Electrical wiring	:	IS 2274
(x) External fuses for capacitors	:	IS 9385 (Part-I)/1979
(xi) Internal Fuses for Shunt capacitors	:	IS 13925 (Part 4) : 2013
(xii) Reactors	:	IS:5553
(xiii) High Voltage Switches	:	IS:9920
(xiv) High Voltage tests	:	IS:2071
(xv) Insulation co-ordination & Application Guide	:	IS:3716
(xvi) Control circuit wiring & Panels	:	IS:11353

In addition of above standards, the equipment's shall meet the requirements laid down by Coal Mines Regulation and CEA regulations.

Equipment's meeting any other equivalent International standards which ensure an equal or better quality than the standards mentioned above will be acceptable. In case, the supplier wishes to offer equipment's conformation to the other standards they shall furnish an English translation of the relevant standards.

In the event of offered equipment conforming to Standards other than the above, the salient points of comparison between the Standard(s) adopted and the relevant IS/IEC shall be indicated in the technical offer to bring out clearly how the chosen standard is equal to or better than the ones stipulated in this specification. Copies of the Standard(s) adopted shall be furnished.

3.0 SERVICE CONDITIONS: -

- (i) **CLIMATE** : The climate is sub-tropical to tropical, dusty, with a hot and humid atmosphere conducive to rust and fungus growth. Monsoon rains occur in the period from June to October.
- (ii) **AMBIENT CONDITIONS RELATIVE HUMIDITY:**
Humidity: Maximum 98%
Temperature – Minimum 0° C
 - Maximum 55°C.
- (iii) **RAINFALL:** The mean annual rainfall is 1423.9 mm, 90 to 95% of which may fall in rainy season from June to October.
- (iv) **WIND:** April to September - South to South Westerly.
 October to March - North Westerly.
- (v) **WIND SPEED:** 8 Km per hr average - 100 km per hr maximum.

4.0 SYSTEM PARTICULARS: -

4.1 FOR SCHEDULE OF REQUIREMENT: Sl. No. (1) to (4)

(i) Nominal System Voltage	:	3.3 KV
(ii) Highest System Voltage	:	3.63 KV
(iii) Number of Phases	:	3
(iv) Frequency	:	50 Hz \pm 3%
(v) System Grounding	:	Solidly earthed neutral
(vi) Voltage Variation	:	\pm 10%

4.2 FOR SCHEDULE OF REQUIREMENT: Sl. No. (5) to (7)

(i) Nominal System Voltage	:	11 KV
(ii) Highest System Voltage	:	12.1 KV
(iii) Number of Phases	:	3
(iv) Frequency	:	50 Hz \pm 3%
(v) System Grounding	:	Solidly earthed neutral
(vi) Voltage Variation	:	\pm 10%

5.0 CAPACITORS: -

5.1 **DESIGN AND STANDARDIZATION:** The capacitor banks shall be suitable for **indoor** use (for sl. no. 1,2,4,6&7) and **outdoor** use (for sl. no. 3 & 5) complete with all protection and control equipment and semi-compartmentalized CRCA enclosure suitable to accommodate all the units of one bank with all interconnections of the units, fuses and bus bars. The capacitor units shall be manufactured by adopting latest technology of using dielectric system polypropylene film, the Polypropylene having higher stability and low loss per KVAR. The impregnate used shall be most suitable for high temperature. The impregnation shall be carried out under high vacuum for increasing dielectric strength. Type of impregnate shall be non-PCB capacitor liquid. The capacitor units shall be hermitically sealed and suitable for operation. The capacitor elements shall be designed for low working stress per micron to ensure larger life and also a low loss per KVAR. Capacitors should be of continuous duty type & should be suitable for very frequent switching operations. The capacitor bank units may be conveniently arranged according to the standard practice of the manufacturer and type of protection offered. The switching in and out of the bank shall be by means of APFC panel.

5.2 PRINCIPAL PARAMETERS: -

a) Connection of capacitor bank	:	Delta for 3.3kV and 11kV rating Capacitor banks
b) Safety	:	Internal/External HRC fuses
c) Power loss	:	Not to exceed 0.2 watt/KVAR including Losses in fuses subject to tolerance as per IS 13925 (part 1):2012
d) Permissible over loads	:	Maximum permissible overloads with reference to voltage, current and reactive output shall conform to IS 13925(part 1):2012
e) Capacitor impregnant	:	Nontoxic (i.e.) Non-PCB
f) Type of Protection	:	Internal/External fuses
g) Type of discharge	:	Internally through resistor provided within the capacitor unit

- h) Capacity to receive in rush currents : Not less than 100 times rated current.

The bidder shall give calculations for rise in voltage in other units in the event of failure of element(s) of a capacitor unit. The maximum rise in voltage **shall not be more than 10% of rated voltage** even if the entire capacitor unit failed/short circuited & relevant calculations in support of this shall also be furnished.

5.3 PHYSICAL ARRANGEMENT OF BANKS: The bidder shall state the total number of capacitor units per bank, number of series groups per phase, and enclose the sketches. The bidder shall furnish the detailed write-up about the construction features and manufacturing process of the capacitor unit detailing the internal arrangements of elements, protective features of element, functioning of discharge device.

5.4 LOSSES: The capacitor shall be of low loss type. The losses in capacitor including the losses in the fuses shall be guaranteed. The capacitor bank shall be suitable to withstand electro dynamic and thermal stresses during switching. For operation in co-ordination with the protection provided, the bidder should furnish characteristics of the fuses. The calculation for unbalance current on failures of fuse shall also be given. To ensure proper co-ordination of unbalance protection with fuse failure, unbalance characteristics starting from element failure, within a unit shall be furnished by the Bidder. If the loss figures obtained during testing are more than the guaranteed values, then capacitors are liable to be rejected summarily.

5.5 DISCHARGE DEVICE: Individual discharge resistor or reactor shall be provided to automatically discharge each capacitor unit so as to give a residual voltage of 75 Volts(max) per phase within ten minutes after switching off of the capacitor bank as per IS:13925 (part 1):2012.

5.6 EARTH CONNECTION: The container of each capacitor unit shall be provided with suitable earthing terminal (marked with the earth symbol). Each unit must have two earthing terminals.

5.7 GENERAL REQUIREMENTS OF CAPACITOR:

- (i) The capacitor shall be of non-PCB type.
- (ii) The container shall be made from sheet of thickness not less than 1.25 mm.
- (iii) Complete mounting brackets supporting insulators and all other components for elements for formation of capacitor bank racks shall be supplied along with the capacitor units.
- (iv) The container shall be hermetically sealed container with terminal bushing soldered to the lead for external connections by controlled arc welding process. The metal flanges of the bushing should be soldered/welded to the container and covered with epoxy compound, providing a strong hermetical seal to the container.
- (v) The outside of the capacitor units and other structures should have smooth and tidy look and should be coated with weather-proof, corrosion resistant paint of light gray shade, shade No. 631 of IS 5(with seven tank process treatment).
- (vi) The capacitor units shall be provided with a rating plate and terminal marking as stipulated in IS 13925(part 1):2012.
- (vii) Necessary means shall be provided to discharge the capacitor bank to voltage not exceeding 75 volts in 10 minutes.

5.8 PROTECTION ARRANGEMENT: The capacitors shall be provided with necessary protection devices as detailed below.

- (i) **FUSES:** Each element of the capacitor unit shall be protected by internal/external fuses conforming to IS 13925 (Part 4): 2013 for internal fuses and IS 9385 (Part-I)/1979 for external fuses which shall be properly designed to cut off the element that may fail due to electrical or

mechanical failure. In case of fault in an element, over voltage on remaining element shall not exceed 10%.

5.9 **SERIES REACTORS:** 0.2 % Series reactor per phase per step of capacitor rating for inrush current restriction to be connected on neutral end as per IS: 5553. The reactor shall be dry type single phase reactors mounted on post insulators and designed to carry 130 % of rated current continuously without exceeding the temperature rise & shall be applicable for thermal class of insulation used. The series reactor shall be type tested and shall be subjected to routine and acceptance test in accordance with IS: 5553.

5.10 **UNDER VOLTAGE:** In case of failure in the incoming supply, it has to be ensured that the capacitors are not switched on again until the capacitors are discharged to a safe value, to prevent high transit switching currents. In order to ensure this, an under-voltage relay should be provided for opening the breaker automatically in the event of failure or drop in the incoming supply.

- (i) Additional spare contacts 2 NO and 2 NC.
- (ii) Time delay provision with self reset option.

5.11 **MANUALS:-**

- (i) A set of instruction manuals for the installation, adjustment and maintenance of the bank should also be supplied.
- (ii) A set of wiring diagram for the banks should be provided with the supply for easy installation.

6.0 **APFC PANEL :** The APFC controller should be able to control the power factor consistently at optimum range (i.e. around 0.99) at all load conditions without any hunting or harmonics problem and ensuring smooth voltage regulation. Our load consists of odd harmonics & the maximum THD (total harmonic distortion) is 5% approx. The capacitor compensation by each APFC controller should be released by measuring the reactive power of the system through 3 CTs from all 3 phases, as our load is unbalanced. The panel shall be with switching in two steps for 150kVAR & 300kVAR and in 3 steps for 400 kVAR, 600kVAR & 900kVAR and shall operate through 3.3 KV & 11kV vacuum contactor / breaker with auto-manual control. The panel shall be provided with Solenoid operating mechanism and release with spring solenoid.

6.1 **CONSTRUCTION :** The panel for capacitor shall be fabricated from 2.0 mm thick sheet steel (1.6mm for doors) with IP32 protection and shall be conforming to relevant IS std., Earthing studs shall be provided as per IS std. The panel shall be provided with suitably rated TP copper bus bar supported on SMC/Epoxy insulator and with heat shrinkable type sleeves. Connections shall be made with PVC insulated flexible copper cables having crimped copper lugs. Sufficient cooling arrangement with the help of suitable cooling fans shall be provided to limit the temperature rise to 50° C max. Drawing pocket shall be provided for each panel at the door to keep the drawing. Also, a 15 A switched socket and a lamp holder shall be provided for panel illumination at suitable location.

6.2 **APFC RELAY:** The APFC relay should be microprocessor based with following features:

- (i) APFC relay Controller should sense the KVAR required to achieve preset target PF by automatically switching ON / OFF the capacitor unit or stage. The capacitor compensation should be released by measuring the reactive power of the system through 3 CTs from all 3 phases.
- (ii) Auto detection & usage of optimum capacitor step.

- (iii) Intelligent Controller, in which the output relays are controlled in a circular sequence, thus allowing a more even distribution of operations on contacts and considerably reducing maintenance required.
- (iv) Maintain consistent power factor which has been user set.
- (v) Auto and Manual mode option.

6.3 **INDICATION:** Following real time indications to be provided on panel:

- (i) PF,
- (ii) lag/lead status,
- (iii) Total capacitance in line (in terms of KVAR),
- (iv) no of switching operations
- (v) active power
- (vi) Reactive power
- (vii) Apparent power
- (viii) Voltage, current, Freq display.

6.4 **PROTECTION RELAYS :** APFC system should have the following protections

- (i) Over Voltage protection relay
- (ii) Over Current protection relay
- (iii) Earth fault protection relay
- (iv) Under voltage release.
- (v) Overload and short circuit protection.

7.0 **DOCUMENTS REQUIRED TO BE UPLOADED FOR BID TO BE ACCEPTED TECHNICALLY**

- (i) Documents as per **Provenness Criteria of NIT.**
- (ii) Comprehensive Technical Literature of the item offered.
- (iii) Notarized copy of Specification of the machine offered in a separate sheet.
- (iv) Notarized copy of valid type test for the offered items carried out from CPRI/Govt. approved test laboratory.

SECTION VII - SAMPLE FORMS

ANNEXURE-I

Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
Central Coalfields Limited,
Darbhanga House,
Dist. Ranchi (JH) -834001

Sub: NIT Ref. No. CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

Tender ID: 2020_CCL_180151_1

Dear Sirs,

1. We have gone through the tender documents carefully and we confirm that the contents of the offer are given after fully understanding of tender documents and all information furnished by us are correct and true and complete in every respect.
2. Having examined the Bid Documents including Addenda/Corrigenda, if any, I / We, the undersigned, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
3. We confirm to accept all terms and conditions contained in the tender document unconditionally.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
7. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Dated this day of 2020

Signature-----

Name -----

Designation-----

Duly authorized to sign bid on behalf of -----

1. This letter should be on the letterhead of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed LOB is not the DSC holder, then Power of Attorney or authorization on non - judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

Annexure – II

Format for Authorization to DSC holder bidding online on behalf of bidder.

NON-JUDICIAL STAMP PAPER OF Rs 100/-

I/We do hereby authorise Ms./Mrs./Mr/.....(Name of DSC Holder) Address for online bidding on behalf of me/us, using his / her DSC for the e-tenders invited by Central Coalfields Limited, Ranchi on www.coalindiatenders.nic.in.

Signature/Seal of the DSC Holder Authorised for online bidding on behalf of the bidder.		Signature & Seal of the bidder Signing LOB, Authorising the DSC Holder for online bidding.
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**Signature & Seal of the
NOTARY**

Annexure-III (Part -A)

Manufacturer's Authorization Form

Ref:

Date:

M/s. Central Coalfields Ltd.,
Darbhanga House,
Dist. Ranchi (JH) - 834001

Dear Sir

Sub: **NIT Ref. No** CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

WHEREAS we, [name of manufacturer] who are established and reputed manufacturer of goods having factories at [address (es) of factory (ies)] and as a matter of our corporate policy do not quote/ market directly, do hereby authorize [Name & Address of Agent] to quote against the above Tender.

Validity of authorization: _____

*[Should be Valid as on date of tender opening and its validity should **correspond to the delivery period** stipulated in the Tender Enquiry]*

- 1) We accept the clause that One manufacturer can authorize only one agent in this tender enquiry.
- 2) We accept the responsibility for the satisfactory execution of orders if placed on our authorized agent including warranty/ guarantee obligations etc.
- 3) We confirm that our authorized agent's price will not exceed that which we would have quoted.
- 4) We confirm that, wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders if placed on authorized agent.
- 5) We confirm that in respect of orders if placed on authorized agent , the Letter submitted by our authorized Agent for inspection of goods would be accompanied by a certificate from us (the manufacturer) that "The goods offered for inspection as indicated in the letter have been manufactured by us.(Name and address of the manufacturer)
- 6) We confirm that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that we have given a false certificate, we shall be liable for penal action as per the provisions of CIL Purchase Manual.
- 7) We also confirm that "We have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs."

OR

- 8) We were banned or de-listed or debarred or 'Put on Holiday' by "-[Name & Address]-----" for a period of ----- year(s).....months effective from ----- to -----for ----- (the reasons to be mentioned).

(Signature)

(Name)

(Designation)

Email id:

(Seal)

Signed for and on behalf of [Name of manufacturer]

Annexure-III (Part -B)

Undertaking By Indian Agent Of Indigenous Manufacturer (As Applicable)

Ref:

Date:

To

M/s. Central Coalfields Ltd.,
Darbhanga House,
Dist. Ranchi (JH) - 834001

Dear Sir

Sub: **NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21**

Whereas we [**name of the firm**].have quoted as the authorized Indian Agent of M/s. (name & address)_ who are the indigenous manufacturer of the offered products. We as the authorized Agent of the manufacturer confirm that

- 1) The above mentioned manufacturer is not participating in this tender enquiry.
- 2) We are not submitting bid on behalf of another manufacturer in the same tender for the same item/ product.
- 3) We will be responsible for all the contractual obligations including the quality aspects, replacement of parts / items , warranty / guarantee obligations and also provide the after sales and services.
- 4) We have the authority to enter into agreements and to sign contracts for supply of goods on behalf of the manufacturer in this tender..

We have submitted the following documents along with our offer.

1. Tender specific authorization from the Principal bearing tender no. and date, **pre-dated (from the tender opening and its validity corresponds to the delivery period stipulated in the Tender Enquiry)** and is properly signed containing including all the specific confirmations required as per the format and terms of the NIT.
2. Self attested & notarized copies of the Manufacturing credentials of the Principal to establish that the principal is the manufacturer of the offered items.
3. The self attested & notarized copy of the documents to prove that our business entity is in existence for 3years on the date of tender opening.

Date:

Signature of Indian Agent Of Indigenous Manufacturer
Seal of the firm

Annexure – IV

Self-Certificate for Proven-ness

NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

“The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claim s(s) are pending”.

Date

Signature of Tenderer

Seal of the Firm

Lowest Price Certificate

NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

I/We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.

We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers.

Date

Signature of the Tenderer

Seal of the Firm

Price Fall Clause Certificate

NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

I/We undertake that we have not offered to supply / supplied is/are not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

We also accept that

- (i.) We will have to submit a copy of the last (latest) purchase order for the similar/ordered item (s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization, along with the offer.
- (ii.) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar/ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. a n d /o r its Subsidiaries or other P S U or any other private organization during the currency of the contract.
- (iii.) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar/ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization.”

Date

Signature of the Tenderer

Seal of the Firm

Quality Certificate

NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

I/We certify that there has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings/Other organizations.

Date:

Signature of the Tenderer

Seal of the Firm

Annexure - VII

No Deviation Certificate

NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

“We declare that there is no deviation from the NIT terms and conditions in the offer submitted by us.”

Date

Signature of the Tenderer

Seal of the Firm

Annexure - VIII

Proforma for Equipment and Quality Control

Reference: Central Coalfields Limited **NIT Ref. No.** CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21
Date _____ **for Procurement of Capacitor Bank with APFC Panel for different areas of CCL**

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Details and stocks of raw materials held.
8. Production capacity of items quoted for with the existing plants and machinery
(a) Normal
(b) Maximum
9. Details of arrangements for quality control products such as laboratories etc.
10. (a) Details of technical supervisory staff in-charge of production and quality control.
(b) Skilled labour employed.
(c) Unskilled labour employed
(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

.....

(Signature of Tenderer)

NB: Details against sl nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference.

Declaration Regarding Banning

NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration
“We have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.”

Date

Signature of Tenderer/Manufacturer

Seal of the Firm

Note: If a bidder has been banned or de- listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. **If this declaration is not given, the bid will be rejected as non-responsive.**

Annexure - X

Technical Support & Services Certificate

NIT Ref. No CCL/CM/VSS/Capacitor Bank - APFC/ 033/2020-21

We agree for rendering prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied equipment.

Date

Signature of Tenderer

Seal of the Firm

Annexure - XI

NIT Ref. No

Bidder to mandatorily Quote HSN (Harmonized System Nomenclature) code of all items quoted by them.

Sl. No. of NIT	Description of Item	HSN Code

Date

Signature of Tenderer

Seal of the Firm

Security Deposit Bank Guarantee Format

Central Coalfields Limited,
Darbhanga House,
Dist. Ranchi (JH) – 834001

Re: Bank Guarantee in respect of Agreement dated.....Day of.....20.....between
Central Coalfields Limited and..... (Name of Supplier Company)

Messer's a Company / Firm having its office at
No.

..... hereinafter called the Contractor has entered into an agreement
dated

..... (hereinafter called 'the said agreement') with Central Coalfields Limited, Ranchi
hereinafter called ('the Company') to supply.....stores/materials amounting to
Rs.....on the terms and conditions contained in the said agreement.

It has been agreed that..... (.....percent) payment of the value of
the

Stores / materials will be made to the Contractor in terms of the said agreement on the
contractors furnishing to the company a bank guarantee for the sum of Rs.....as
security for due repayment of the said sum in terms of the said agreement, and also interest as
therein provided.

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

We..... (Name of the Bank) (hereinafter called 'the Bank') do hereby
Unconditionally agree with the Company that if the Contractor shall in any way fail to observe or
perform the terms and condition of the said agreement regarding repayment of the said sum of
Rs

.....or any of them including the term for payment of interest for delay in
deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand
and without any objection or demur pay to the Company the said sum of Rs..... or such
portion as shall then remain unpaid with interest without requiring the company to have recourse
to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on
the company to compel such payment by the contractor.

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

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

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

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company out of the said advance of Rs..... and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till theday ofand unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Dated this.....Day of.....20...

Place.....

Signature of the authorized person
For and on behalf of the Bank

Annexure – XIII

Performance Bank Guarantee Format

Re: Bank Guarantee in respect of Agreement dated.....Day of.....20..... between Central Coalfields Limited and..... (Name of Supplier Company)

Messer's a Company / Firm having its office at No.

..... hereinafter called the Contractor has entered into an agreement dated

..... (hereinafter called 'the said agreement') with Central Coalfields Limited, Ranchi hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

It has been agreed that..... (.....percent) payment of the value of the

Stores / materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs.....as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

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

We..... (Name of the Bank) (hereinafter called 'the Bank') do hereby Unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs

.....or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

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

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the.... day of.... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement

regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

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

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

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Dated this.....Day of.....20...

Place.....

Signature of the authorized person
For and on behalf of the Bank

Annexure – XIV

PRE-CONTRACT INTEGRITY PACT

General

~~This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of.....20..., between, on one hand, Central Coalfields Limited acting through Shri Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. represented by Shri, Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.~~

~~WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / item) and the BIDDER / Seller is willing to offer/has offered the stores and~~

~~WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.~~

~~NOW, THEREFORE,~~

~~To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-~~

~~Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and~~

~~Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.~~

~~The parties hereto hereby agree to enter into this integrity Pact and agree as follows:~~

Section.1— Commitments of the Principal

~~(1)The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-~~

~~a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.~~

~~b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and \ /ill not provide to any Bidder(s) confidential / additional information~~

~~through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.~~

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

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

~~Section.2 Commitments of the Bidder(s)/ Contractor(s)~~

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

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

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

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

~~d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of foreign supplier shall be as per the provisions at **Annexure- 1** of this document.~~

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

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

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

~~Section.3 Disqualification from tender process and exclusion from future contracts~~

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

- ~~(1) If the Bidder/ Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage, the exclusion will be imposed for a minimum of 6 months and maximum of 3 years.~~
- ~~(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. " Commitments of Bidder(s) / Contactor(s).~~
- ~~(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.~~
- ~~(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."~~

~~Section.4 Compensation for Damages~~

- ~~(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.~~
- ~~(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.~~

~~Section.5 Previous transgression~~

- ~~(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.~~
- ~~(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".~~

~~Section.6 Equal treatment of all Bidders /Contractors /Subcontractors~~

- (1) ~~In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.~~
- (2) ~~The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.~~
- (3) ~~The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.~~

~~Section.7 Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)~~

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

~~Section.8 Independent External Monitor~~

- (1) ~~The Principal appoints competent and credible Independent External Monitor for this pact after approval by central Vigilance commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.~~
- (2) ~~The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/contractors as confidential. He/ she reports to the CMD, Central Coalfields Limited.~~
- (3) ~~The Bidder(s) / contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.~~
- (4) ~~The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, Central Coalfields Limited and recuse himself / herself from that case.~~
- (5) ~~The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the contractor. The parties offer to the Monitor the option to participate in such meetings.~~
- (6) ~~As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-~~

~~binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner refrain from action or tolerate action.~~

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

~~(8) If the Monitor has reported to the CMD, Central Coalfields Limited, a substantiated suspicion of an offence under relevant IPC/ PC Act and the CMD, Central Coalfields Limited has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.~~

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

Section.9 Pact Duration

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

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

Section.10 Other provisions

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

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

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

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

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

Section.11 Facilitation of Investigation

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

Section.12 Law and Place of Jurisdiction

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

Section.13 Other Legal Actions

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

(For & On behalf of the Principal) _____ (For & On behalf of Bidder/ Contractor)

(Office Seal) _____ (Office Seal)

Place _____

Date _____

Witness 1: _____ Witness 2:

(Name & Address) _____ (Name & Address)

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.

'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 this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

.....Contd. p/2

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'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.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- i. Specifications in Tenders and other procurement solicitations:**
 - a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership:

- Secretary, Department for Promotion of Industry and Internal Trade—Chairman
- Secretary, Commerce—Member
- Secretary, Ministry of Electronics and Information Technology—Member
- Joint Secretary (Public Procurement), Department of Expenditure—Member
- Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

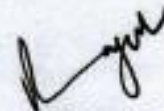
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in

Annexure –XVI

E-Payment Mandate (To be returned to the company)

To,
Central Coalfields Limited.,
Darbhanga House,
Ranchi- 834 009

Dear Sir,

Ref: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM / RTGS/CBS/INTRA BANK TRANSFER.

We hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

A. We confirm that we are **registered/not registered (Strike out whichever is not applicable)** with CCL for e-payment.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

B. The details for facilitating the payments **(if not registered with CCL)** are given below:-

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS (WITH PIN CODE)	
3.	TELEPHONE NO.(WITH STD CODE)	<input type="text"/>
4.	BANK PARTICULARS	
(A)	BANK NAME	
(B)	BANK TELEPHONE NO (WITH STD CODE)	<input type="text"/>
(C)	BRANCH NAME	
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS (WITH PIN CODE)	
(F)	BANK FAX NO.(WITH STD CODE)	<input type="text"/>
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF CANCELLED CHEQUE)	<input type="text"/>
(H)	11 DIGIT IFSC CODE OF THE BENEFICIARY'S BRANCH	<input type="text"/>
(I)	BANK ACCOUNT NO	<input type="text"/>
(J)	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	
	OTHERS	
	IF OTHERS,SPECIFY	
5.	PERMANENT ACCOUNT NO.(PAN)	<input type="text"/>
6.	EMAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	
7.	CCL VENDOR CODE	<input type="text"/>

I/we hereby declare that the particulars given above re correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

BANK CERTIFICATION

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

(Authorized signatory)

Authorization No:

Name:

Official stamp

Date

(Signature of Authorized official from the Banks).

Annexure –XVII
Certificate of Compliance, GST & Other Details.

1	GST REGISTRATION/EXEMPTION CERTIFICATE & GSTIN (NOTARIZED DOCUMENTS as per NIT Clause as applicable)	(i) GST REGISTRATION / EXEMPTION CERTIFICATE Uploaded/Not uploaded (ii)(GSTIN): (iii)Type of GST:
2a	Details of location of works (Complete address and Phone nos.)-	a)Address b)Phone Nos.
2b	Details of location from where the materials are supplied. (Complete address and Phone nos.)	a)Address b)Phone Nos.
2c	Country of Origin of the offered materials.	
2d	Details of locations from where After Sales Service is provided. If applicable. (Complete address and Phone nos.)	a)Address b)Phone Nos.
3a	MSEs to upload UAM (Udyog Aadhar Memorandum) (All pages of UAM to be uploaded) (Mandatory to avail benefits as per PP policy of MSE's order 2012.)	MSEs to Enter 12-digit UAM No.
3b	MSEs to indicate whether eligible for the special provisions as per Public Procurement Policy for (MSEs) owned by Women/SC/ST entrepreneurs.	
4	If any other charges, taxes, cess is quoted in BOQ, details of the same may be given.	
5	MSEs to furnish details if registered on TReDS with RXIL.	Registered/Not Registered.
6	Certificate of compliance regarding Restrictions on public procurement as per the Ministry of Finance OM 6/18/2019-PPD/dated 23.07.2020 (Annexure XVIII) of NIT. (Bidder to upload authenticated copy of complete details alongwith offer in case the requirement of registration is applicable.)	<p style="text-align: center;">Certificate Of Compliance.</p> <p>1. We hereby confirm that we are fully aware of all the clauses contained in the MoF OM 6/18/2019-PPD/dated 23.07.2020 (Annexure XVIII) of NIT, the requirement of registration, & scope of the terms “Bidder”, “bidder from a country which shares a land border with India” & ‘Beneficial owner’ for the purpose of this order.</p> <p>2. We hereby certify that we are fully complying with above mentioned order. We understand that if this certificate given by us is found to be false then this would be a ground for immediate termination and further legal action in accordance with law.</p>

Date

Signature of Tenderer

Seal of the Firm

Annexure –XVIII

कोल इंडिया लिमिटेड
(एक महारत्न कंपनी)
सामग्री प्रबंधन विभाग
कोल भवन, प्लॉट सं.-ए.एफ-३, एक्शन एरिया-१ए
न्यू टाउन, राजरहाट, कोलकाता - ७००१५६
फोन: ०३३-२३२४ ४१२७, फैक्स: ०३३-२३२४ ४११५
वेबसाइट: www.coalindia.in
ईमेल: gmmm.cil@coalindia.in



COAL INDIA LIMITED
(A MAHARATNA COMPANY)
Materials Management Division,
Coal Bhavan, Premises No.04, Action Area 1A,
New Town, Rajarhat, Kolkata-700156
PHONE: 033-2324 4127, FAX: 033-2324 4115
Website: www.coalindia.in
E mail: gmmm.cil@coalindia.in

संक्र०: CIL/C2D/Purchase Manual/2020/ 178

दिनांक: 28.07.2020

कार्यालय आदेश

विषय: Restrictions on Public Procurement from certain countries

The following Office Memorandums of Department of Expenditure, Ministry of Finance on the subject are being issued for information and compliance:

1. OM no. 6/18/2019-PPD dated 23.07.2020 amending Rule 144 of GFR, 2017;
2. Order (Public Procurement No. 1) dated 23.07.2020 restricting bidders from certain countries under Rule 144(xi) of GFR, 2017;
3. Order (Public Procurement No. 2) dated 23.07.2020 providing exclusion from the restriction; and
4. Order (Public Procurement No. 3) dated 24.07.2020 providing clarification to Order-1 above.

Encl.: As above

तुषार 28/7/2020
(तुषार कांत मिश्रा)
महाप्रबंधक (सामग्री प्रबंधन)
सुधा

वितरण:

१. सी.एम.डी, बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
२. निदेशक (तकनीकी)/निदेशक (वित्त)/निदेशक (विपणन)/निदेशक (कार्मिक), सीआईएल
३. निदेशक(तकनीकी), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. महाप्रबंधक, नार्थ ईस्टर्न कोलफील्ड्स
५. सीआईएल के अध्यक्ष के तकनीकी सचिव
६. महाप्रबंधक(सिविल)/महाप्रबंधक(सीएमसी)/महाप्रबंधक(वित्त)/महाप्रबंधक(प्रशासन)/महाप्रबंधक(ईईडी)/महाप्रबंधक (उत्पादन)/महाप्रबंधक(दूरसंचार)/महाप्रबंधक(प्रणाली)/महाप्रबंधक(सी&एफ)/महाप्रबंधक(सीवी), सीआईएल
७. महाप्रबंधक (सा/प्र), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
८. महाप्रबंधक (वित्त), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. सा प्र विभाग, सी.आई.एल के सभी अधिकारीगण

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

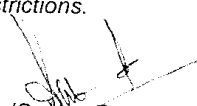
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on tenders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

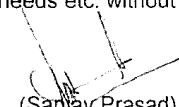
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sarjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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* * * * *