



Central Coalfields Limited
(A MINIRATNA COMPANY)
(A GOVT. OF INDIA UNDERTAKING)
Darbhanga House, Ranchi (Jharkhand) 834 001
A Subsidiary of Coal India Limited
Website: www.centralcoalfields.in
(Under Jurisdiction of Ranchi Court only)

NOTICE INVITING e-TENDER **(DOMESTIC)**

Tender Document

For

Procurement of Spares

TENDER INVITING AUTHORITY

Office of the General Manager, B&K Area
Area Purchase Cell, Kargali
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SECTION I - INVITATION FOR BIDS

Tender Ref. no.: CCL/GM/BnK/APC/TH ZX650H/13

Dated: 22.03.2021

Tender ID: 2021_CCL_202724

Mode of Tender	a) Open/Advertised Tender Enquiry (ATE) (Domestic)
	b) Limited Tender Enquiry (LTE) "Eligible for participation by any prospective bidder"
	c) Single Tender Enquiry (STE)
	d) Tender cum e-Reverse Auction (e-RA)
Type of Bidding	a) Single-Stage Single Envelope Bid System
	b) Single-Stage Two Envelope Bid System
	c) Two-Stage Bid System

- Tenders are invited through on-line 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. 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.
- Brief details of the Tender are as under:

Item Description	Estimated Value of Tender	Earnest Money Deposit in ₹
PROCUREMENT OF SPARES FOR TATA HITACHI ZX650 AT AKKOCOP, BnK AREA.	145643.00	Not Applicable (Bidders should upload Bid Security Declaration as per Annexure XXII)

- 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.
- 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 'Help for Bidders' and any other guidelines available at bidding portal <https://coalindiatenders.nic.in>.
- Time Schedule of Tender:**

Sl. No.	Particulars	Date	Time
a.	Tender Publishing date	08.04.2021	16.00 Hrs
b.	Document download start date	09.04.2021	10.00 Hrs
c.	Seek Clarification start date	09.04.2021	10.00 Hrs
d.	Seek Clarification end date	15.04.2021	17.00 Hrs
e.	Bid Submission start date	09.04.2021	10.00 Hrs
f.	Bid submission closing date	30.04.2021	15.00 Hrs
g.	Bid Opening date	03.05.2021	16.00 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 a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
- ~~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/> 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.

Special Note: This NIT is based on the provisions of CIL Purchase Manual 2020 & its amendments and there are many changes in different clauses (including Penalty Clause, Shortfall/Confirmatory Documents Clause, etc.) as compared to previous NIT. Therefore, the Bidders are advised to read the complete NIT carefully, before submission of the bid. CIL Purchase Manual 2020 & its amendments are available in the website <http://www.coalindia.in>.

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) The bidders who are eligible for purchase preference for being an MSE/Make in India bidder/Domestically Manufactured Electronic Products bidder/Ancillary or under any policy of Government of India specifically mentioned in the NIT should enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder" before submitting their bid either by modifying their profile or while making "Online Bidder Enrolment". The necessary documents in support of the eligibility for purchase preference should also be uploaded against the specified tender to avail the benefits.
- 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 please contact to M/s NIC (NIC Toll Free telephone no: 1800-233-7312), 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 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 specific delivery period at least 25% 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

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 OEM / OES / OPM / Proven Sources / MSE / Start Up are eligible to quote against this Domestic E-Tender.

A. Manufacturers:

1. Indigenous (Local) Manufacturers:

(a). Procurement shall be made from **Indigenous Manufacturers** only. However, if the manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), the procurement can be made from its authorized Indian Agent based on the tender specific authorisation issued by the manufacturer mentioning tender reference number and date and validity of such authorization (**Annexure-III, Sample Forms**). The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organisation in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above; it shall be liable for penal action as per provision of CIL Purchase Manual 2020, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity.

(b). One manufacturer can authorize only one agent.

(c). Indigenous manufacturer/Local Supplier can be Class-I & Class-II as follow:

Class-I Local Supplier means a supplier or service provider, whose goods or services offered for procurement, have local content equal to or more than 50%.

Class-II Local Supplier means a supplier or service provider, whose goods or services offered for procurement, have 20% or more local content but less than 50%.

Non-Local Supplier means a supplier or service provider, whose goods or services offered for procurement, have local content less than 20%.

Non-Local Suppliers will not be eligible to participate in Domestic Tenders meant only for Indigenous Manufacturers/Local Suppliers.

Local content means the amount of value added in India, which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

(d). Verification of Local Content:

- i. The Class-I/Class-II Local Supplier at the time of bidding shall be required to provide self-certification that the item offered meets the minimum local content requirement for 'Class-I Local

Supplier’/ ‘Class-II Local Supplier’, as the case may be. They shall give details of the location(s) at which the local value addition is made.

- ii. In case of procurement for a value in excess of Rs.10 crores, the Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- iii. CIL/Subsidiary Companies may constitute committees with internal and external experts for independent verification of Self-certificates/auditor’s/accountant’s certificates on random basis and in the case of complaints.
- iv. False declarations will attract banning of business of the bidder or its successor(s) for a period of up to two years as per CIL Purchase Manual 2020, along with such other actions as may be permissible under the law.

2. Indian Agents:

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

If an Indian Agent is participating in tender on behalf of a manufacturer, the same agent is shall not submit a bid on behalf of another manufacturer in the same tender for the same item/product.

Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender.

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 Indian Agent.

The authorised Indian Agent is to **upload scanned copies** of details in respect of its organization along with the copies of document like certificate of incorporation/registration etc. along with the offer and also Indian agents shall submit undertaking to the following extent:

“We will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations, and we will be responsible for providing the required after sale service.” (**Annexure–IV, Sample Forms**)

Note: In case where the manufacturing firm happens to have been banned/suspended, the offer of the authorised agent shall not be considered.

3. Indian Subsidiary of an Indian Manufacturer:

Indian Subsidiary of an Indian Manufacturer is also eligible to quote on behalf of the Manufacturer.

4. Indian Manufacturing entity of foreign manufacturer:

Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment.

In such case the bidder shall be required to submit notarized copy of valid Legal Agreement/ Collaboration Agreement/License Agreement/MOU with foreign (principal) manufacturer for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time.

5. In case of procurement of equipment, the bidder/manufacturer should have 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, trained technical manpower and training facilities for providing training to CIL's personnel, etc. The minimum criteria for After Sales Service Support facilities.

In case the bidder/manufacturer does not have the After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value.

Note: In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent may also be acceptable on meeting minimum criteria.

6. 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 2020" (**Annexure–III, Sample Forms**).

7. The bidder (Manufacturer / Indian Agent) should mention the names of Original Part Manufacturers (OPMs) of bought-out assemblies/sub-assemblies/components/parts fitted in the quoted model of equipment.

B. Collaboration and License Agreements:

i. **Collaboration Agreement:** In case of Collaboration Agreement or Memorandum of Understanding (MoU) with the principal manufacturer, the collaboration agreement/MoU should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer has to confirm that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime. The agreement/MoU evincing collaboration of the Indian Firm/Company with the Principal Manufacturer must be document registered in India under the provision of Indian Registration Act, 1908, irrespective of likelihood that the same may not be compulsorily registered under the provision of Section-17 of he said Act.

In the event of termination of collaboration agreement/MoU, the principal manufacturer will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations/arrangements.

ii. **License Agreement:** In case Indigenous manufacturer, who has manufactured, supplied and serviced the same or similar equipment (to the equipment being offered), is participating under License agreement with the company having valid Intellectual Property Rights (IPR) for the equipment being offered, the License agreement should be valid on date of tender opening and should also remain at least up to supply and commissioning of the last equipment covered in the contract.

The bidder and licensor having IPR for the equipment being offered should confirm to ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime. The agreements evincing License agreement of the bidder and licensor must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act.

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 documents in support of Eligibility Criteria for the tendered item(s).
(a)	Indigenous Manufacturer	<p>1. Any one of the following valid documents (attested by Public Notary):</p> <ul style="list-style-type: none"> a) Factory license/Manufacturing license b) NSIC registration certificate. c) Startup: Statutory document issued by DPIIT 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 (KVIC) OR Khadi and Village Industries Board (KVIB) OR Coir Board OR National Small Industries Corporation (NSIC) OR Directorate of Handicrafts and Handloom OR any other body specified by Ministry of Micro, Small and Medium Enterprises OR Udyog Aadhar Memorandum (UAM) issued by Ministry of MSME OR Entrepreneurs Memorandum (EM-II) signed by DIC.
(b)	Indian Agent authorised by Indigenous Manufacturer	<p>1. If an Indigenous manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorisation and confirmation as per Manufacturer's Authorisation Form as per Annexure-III (Sample Forms), signed and stamped by the manufacturer to quote against the CCL tender, indicating the Tender Reference No. and date along with the offer (attested by Public Notary).</p> <p style="text-align: center;">AND</p> <p>2. Undertaking by Indian Agent of Indigenous Manufacturer exactly as per Annexure-IV (Sample Forms) and uploaded scanned & notarised copies of document(s) as per Clause B.2 of Part-B under Section-II (ITB) of NIT.</p> <p style="text-align: center;">AND</p> <p>3. Any one of the following valid documents of the Principal Manufacturer (attested by Public Notary):</p> <ul style="list-style-type: none"> a) Factory license/Manufacturing license b) NSIC registration certificate. c) Startup: Statutory document issued by DPIIT 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 (DIC) 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 any other body specified by Ministry of Micro, Small and Medium Enterprises OR Udyog

		Aadhar Memorandum (UAM) issued by Ministry of MSME OR Entrepreneurs Memorandum (EM-II) signed by DIC.
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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 GST Act, 2017 due to his aggregate turnover is less than Rs. 20 lakhs then bidder has to submit the copy of Notification along Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than Rs. 20 Lakhs; hence he is exempted from Registration under GST Act, 2017.

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.

D. Restrictions on Public Procurement from certain countries:

- Ref.:** 1) OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the GFRs, 2017;
 2) Order (Public Procurement No. 1) Dt.23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017;
 3) Order (Public Procurement No. 2) Dt.23.07.2020 providing Exclusion from the restriction; and
 4) Order (Public Procurement No. 3) Dt.24.07.2020 providing Clarification to Order (Public Procurement No. 1) above.

 Attention of bidders is invited to above mentioned Office Memorandum & Orders issued by Public Procurement Division, Dept. of Expenditure, Ministry of Finance, GOI. Before submission of bids, bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit necessary certificates/documents as detailed therein along with the bid documents.

1. Requirement of Registration: Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 1) dated 23.07.2020.

2. Definitions:

I. “Bidder” (including the term ‘tenderer’) 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 the procurement process.

- II. “Bidder from a country which shares a land border with India” for the purpose of this Order means:
- a) Any 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.

III. The “Beneficial Owner” for the purpose of (II) 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 percent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the directors or to control the management of 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 or entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of 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;
 - 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.

IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

V. 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.

3. **Certification:** Referring to the Office Memorandum & Office Orders referred above, the Bidder should submit the certificate as under (as per **Annexure-XXI, Sample Forms**):

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that our firm is not from such a country and is eligible to be considered.”

However, if any Bidder falls in the category of bidders as indicated in the Definitions clauses at sl no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that our firm is from such a country and has been registered with the Competent Authority (specified in Annexure-I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23.07.2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”

In case of Indian Agents of the Manufacturer/Principal quoting against the Tender, both the Indian Agent and their Manufacturer/ Principal should submit the above-mentioned certificates.

Note:

1. The above-mentioned Office Memorandums will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.
2. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Government of India.
3. **Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded.**

E. Provenness Criteria:

- (1) **OEM:** Means Original Equipment Manufacturer
- (2) **OES:** Means authorized supplier of Original Equipment Manufacturer – Only those firms who have the current authorization and/or technical collaboration of OEM for supply of their equipment and giving technical services would be treated as OES.

The OES who may not have current authorization /collaboration of OEM, but have already developed and indigenized fully or partly the spares for the equipment supplied by them may also be considered to have OES status to such extent of developed /indigenized spares.

NB: In either case, the OES has to furnish the relevant documentary proof in support of their OES status.

- (3) **OPM:** Means Original Parts Manufacturer falling under following categories:
 - (i) The original manufacturer of assemblies, sub-assemblies or components of the original equipment.
 - (ii) The original manufacturer of spare parts/ items of assemblies, sub-assemblies or components of the original equipment.

However, other manufacturer shall also qualify as OPM on fulfilling any one of the following criteria:

- I. On submission of the following documents by OPM:

- a. Self- certificate, duly notarized, of being manufacturer of the tendered Assemblies / Subassemblies /Components.
- b. Copies of purchase orders in support of proof of having supplied to OEM or notarized copy of Trade Agreement with OEM with OPM for the tendered item.
In case OPM is not in a position to submit the purchase order of OEM or Trade Agreement with OEM due to confidentiality law of a particular country, a copy of such law should be enclosed by the OPM for claiming the status as OPM along with certificate to the effect that they are OPM and have supplied /have been supplying the item to OEM (Indicating the name of OEM).

- c. Proven-ness credibility of the OPM will also be assessed based on the following criteria:

“Assemblies /Sub-assemblies /Components and their spares offered by the OPM must have been supplied in the past to CIL and its subsidiaries or other PSU/Government Department/ Private Organizations and performed satisfactorily for a period of not less than one year from the date of fitment /commissioning “. For this, the bidder has to submit notarized copy of relevant Purchase Orders and notarized copy of satisfactory performance, if any.

If the above mentioned declaration /information /documents submitted by the OPM are subsequently found false or forged /tampered in any way, the total responsibility shall lie with the OPM and subsidiary companies shall reserve the full right to take suitable penal action as may be deemed fit including banning of business, apart from forfeiture of EMD, Security deposit etc.

In case, the performance of two consecutive supplied made by the OPM is not found satisfactory, the said OPM will not be considered for further issuance of enquiry and its name will be deleted from list accordingly.

OR

- II. The Manufacturer whose supplied assemblies / sub-assemblies / components to the OEM have been declared fitted on the equipment by the OEM. In such cases, documents mentioned under I.a., I.b. and I.c. are not required for declaring them as OPM. The bidder has to submit notarized copy of such declaration of OEM.

OR

- III. The manufactures whose supplied assemblies /sub-assemblies /components were found fitted on the equipment at the time of physical verification by the committee. In such cases, documents mentioned under I.a., I.b. and I.c. above are not required for declaring them as OPM.

(4) **PROVEN SOURCE:-** Means sources who have manufactured and supplied spare parts, assemblies, sub-assemblies or components in the past to CIL/ Subsidiary Companies (including Area) or other PSUs / Government Departments / Government Organizations/ Private Organizations and these items have performed satisfactorily for a period of not less than one year from the date of fitment/ commissioning or in case of goods whose life is less than one year, have performed satisfactorily as per provisions of the supply orders submitted along with the offer will be considered as proven. Local Purchase orders will not be taken into consideration. Bidders under this category qualifying in any one of the following criteria shall be considered as proven source:

(I) The tenderer who has manufactured and supplied the spare parts, assemblies, subassemblies or components in the past to CIL/Subsidiary Companies (including Area) or other PSUs/Government Departments/Government Organizations/ Private Organizations and these items have performed satisfactorily for a period of not less than one year from the date of fitment/ commissioning will be considered as proven. Local Purchase orders will not be taken into consideration.

N.B : The offered items shall be considered proven provided that the tendered/ similar/ higher specification item(s) have been supplied during the last 5 years from the date of tender opening, against orders of CIL and its subsidiaries (including Area), other PSUs, Government Departments and Private Organizations, and their performance has been found satisfactory.

(II) Tenderer currently holding valid Depot Agreement/ Rate contact for the supply of tendered items with any subsidiary of CIL. This should be supported by duly notarized copies of relevant Depot Agreement/ Rate Contract.

(III) The tenderer on whom Trial Order was placed by H.Q of any subsidiary of CIL for the tendered items in the past and has performed satisfactorily as per the Terms of Trial Order, as certified by Head of Technical Department of H.Q of the concerned Subsidiary. Such tenderer has to submit notarized copy of Trial order, Proof of supply and Satisfactory performance Report issued by Subsidiary H.Q.

(IV) Tenderers who are short listed /approved by CIL for the Supply of Tendered items and such list is currently valid. This should be supported by notarized copies of relevant documents.

N.B.:

(i.) The status of the authorized Agents/Dealers/Distributors shall also be considered proven provided the product under reference (Tendered items) of their principal is considered proven under any of the above Proven Criteria i.e. 1 to 4. However, for such cases, the tenderer has to submit Tender specific authorization from their Principal. **The Principal should stand warranty /guarantee of the offered items supplied by their authorized Agents/Dealers/Distributors.**

(ii.) In case of non-availability of performance reports, the bidder may submit a Self-Certificate in the following format, **along with Proof of Payment** against the Purchase Order(s)/ Rate Contract(s):

“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) are pending” (Format as per Annexure – V).

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.

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 later on.

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

In case performance of two consecutive supplies made by the Proven Source is not found satisfactory, the said source will not be considered proven.

Status of Eligibility and Proven-ness would be evaluated and decided by head of technical department.

(5) Relaxation for MSEs and Start-up:

Ref:

- 1) O.M. No. 1(2)(1)/2016-MA dated 10th March 2016 of Additional Secretary and Development Commissioner-MSME, GOI, New Delhi
- 2) O.M. No. F-20/2/2014-PPD(Pt.) dated 25th July 2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi
- 3) O.M. No. F-20/2/2014-PPD(Pt) dated 20.09.2016 of Under Secretary (PPD), Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi

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In reference to the above three Office Memorandums issued by different of Govt. of India regarding non-insistence of prior experience and turn over criteria in respect of MSEs and Startups, the following may be noted:

1. Definition and Eligibility of Startup shall be in line with OM vide letter no.F-20/2/2014 PPD-(pt.) Dtd.25.07.2016 of Under Secretary (PPD), Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI, subsequent amendment, if any.

“Startups”: Startups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs. 100 crores in any preceding financial year, 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. Provided that such entity is not formed by splitting up, or reconstruction of a business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs.100 crores or it has completed 10 years from the date of incorporation/ registration. 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]”.

2. Prior experience and prior turnover criteria are not applicable for Startups & 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 categories of bidders.

- a) Against the tender, if bidders in their offer 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 TIA, 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-IX, Sample Forms**) has to be enclosed in the tender documents and such MSEs/Startups should be asked 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 shall 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.

- b) 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.
- c) 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 tenders.
- d) 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**.
- e) 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 for granting relaxation to the criteria of prior experience and prior turnover provided that date of such reports are not more than one year from the date of opening of bids.
- f) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/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 following applicable related documents, **duly notarized**, for relaxation from the criteria of prior experience and prior turnover:
 - A valid BIS Marking License for the quoted items, **OR**
 - Rate contract issued by CIL/its Subsidiary Companies for the quoted items, **OR**
 - A valid DGMS Approval certificate for the quoted items, **OR**
 - Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

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

Status of Eligibility and Proven-ness would be evaluated and decided by head of technical department.

FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

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 XXII**);
 - 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)).

Note: No queries will be entertained after stipulated date. Bidders may also note that queries which are not received online through e-tender portal will not be entertained. Queries/clarifications submitted through offline mode/e-mail will not be entertained.

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 authorized 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.

Make & Model to be indicated in TPS: Bidders are to indicate the Make & Model of their quoted items in the appropriate column, failing which the bidders shall not be eligible for the particular.

(II) The details of other documents to be submitted in Cover –I are given below:

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	
Annexure - III	Manufacturer’s tender specific Authorization and declaration	To be submitted in “CERTIFICATES” attached in single PDF file in Cover I
Annexure - IV	Self-Declaration by the Agent (if the bidder is an Authorized Agent)	
Annexure - V	Self-Certificate for Proven-ness	
Annexure - VI	Lowest Price Certificate& Price Fall Certificate	
Annexure - VII	Quality Certificate	
Annexure - VIII	No-Deviation Certificate	
Annexure - IX	Proforma for Equipment and Quality Control	
Annexure - X	Declaration for Non-Banning/ Delisting	
Annexure - XI	Fitment Certificate	
Annexure - XII	Technical Support & Services Certificate	
Annexure - XIII	HSN (Harmonized System Nomenclature) code of product.	
Annexure-XIV	Security Deposit Bank Guarantee	
Annexure-XV	Performance Bank Guarantee	
Annexure-XVI	Pre-Contract Integrity Pact	
Annexure-XVII	Self-Declaration (Applicable for Start-up)	
Annexure-XVIII	Mandate form for e-Payment	
Annexure-XIX	Self-certificate for Local Content	
Annexure-XX	GST details and details of quoted items (upload GST certificate)	
Annexure-XXI	Format for Certificate regarding procurement from a bidder of a country which shares a land border with India.	
CPS contained in TPS as Sheet 2	Commercial Parameter Sheet	To be downloaded, filled & uploaded in “TPS-BoQ1.xls” file in Cover I
Annexure - IX	Proforma for Equipment and Quality Control (Applicable for MSEs & Startups)	To be Submitted in Single pdf file in ELIGIBILITY DOCUMENTS in Cover I
Annexure-XVII	Self-Declaration (Applicable for Start-up)	

Documents related with Eligibility Criteria	
Documents if any, given in Section “Technical Specification”	To be Submitted in Single pdf file in TECHNICAL DOCUMENTS in Cover I
All the documents related to Proven-ness Criteria given in Section “Technical Specification”	To be Submitted in Single pdf file in PROVENNESS DOCUMENT in Cover I
Scanned Copy of documents related to submission/exemption of EMD as per terms of the NIT, if applicable.	To be submitted in “EMD AND OTHER DOC” attached in single PDF file in Cover I
Certificate / in support of MSME, if applicable	
Certificate in support of Startup, if applicable	
Certificate in support for giving preference to “Make in India” Products, if applicable	
Scanned & notarized copy of GST registration certificate.	
Scanned & notarized copy of PAN Card.	
Any other document/certificate as per requirement of NIT.	

5.3 Price Bid (Cover-II): The Price Bid containing the Bill of Quantity (BOQ) is in Excel Format will be uploaded during tender creation. The Price Bid/ BOQ comprises of following Sheets:

5.3.1 For Domestic Tender: Worksheet (BoQ1) – 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;

Sl. No.	Cell No.	Particulars to be filled in by the bidders
1	--	To be filler as per BOQ requirement.
2	--	To be filler as per BOQ requirement

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 is in INR. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II.

The price for determining status of the bidders shall be automatically calculated by the system based on the input 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”

5.3.2 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.

Note: CCL consignee(s) is/are located in Jharkhand Only.

For Intra-State Supply:	For Inter-State Supply
Where bidder is having local office/warehouses in the state of supply. Bidder has to indicate applicable Rate of (CGST+SGST) in terms of %age in the relevant column in Price bid. The breakup to CGST & SGST in terms of %age is to be given in Other Commercial Information (OCI.xls)	Where bidder is NOT having local office/warehouses in the state of supply. Bidder has to indicate applicable Rate of IGST in terms of %age in the relevant column in Price bid.

- 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 is 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-XIII**.

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.

- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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

7.1 Submission of EMD

Submission of EMD is exempted for a tender value upto Rs. 2.00 lakhs.

The value of the Earnest Money to be deposited by the tenderer is specified in the NIT. The Earnest Money has to be deposited online only within the last date and time for submission of online offer, failing which the online offer will not be considered.

Earnest Money can be deposited by following modes only:

- (a) Online fund transfer through Net banking using Payment Gateway available on portal.
- (b) NEFT/RTGS from any Scheduled Bank to the Virtual Pool Account of the Purchaser strictly as per the challan generated by the bidder on e-procurement portal.

No other mode for payment is acceptable for submission of EMD in INR.

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Purchaser's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. 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 complication in submitting online bid before the scheduled last date and time of submission. It is further advised that after successful payment, bidder should confirm receipt of EMD at Purchaser's A/c through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

If the payment is made by the bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the Purchaser within the specified period due to any reason, the bid will not be accepted by the System/Purchaser. However, the EMD will be refunded to the bidder's account automatically.

The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

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

Note:

- a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The net payment credited to the

Purchaser's bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.

b) Physical mode of payment, i.e., Banker cheques/Demand drafts etc. are not acceptable.

c) The Purchaser shall not be liable to pay any interest on the amount of Earnest Money Deposit.

7.2 Exemption from Submission of EMD

The following tenderers/firms are eligible for exemption of EMD:

- a) State/Central Government Organizations /PSUs, valid NSIC registered firms, valid Ancillary Units of Central Coalfields Limited, Micro and Small Enterprises [MSEs] as per Public Procurement Policy for MSEs Order, 2012 and Startups as recognized by Department for Promotion of Industry & Internal Trade [DPIIT] (irrespective of the stores for which they are registered) are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

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 (CCL)	Valid and Complete Ancillary status certificate attested by Notary Public
4	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of Registration certificate 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].

- b) OEM/OES are also exempted from submission of EMD for procurement of Spare Parts for their equipment.

Note:

- Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period 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.**
3. In case of MSE bidders who submits Udyog Aadhar Memorandum (UAM) certificate and claiming benefits as per Public Procurement Policy for MSE Order, 2012 are advised to declare their Udyog Aadhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.
4. The MSE bidders should also enroll their name in the Coal India e-Procurement Portal as “**Preferential Bidder**” either by modifying their profile or while making “Online Bidder enrolment”. The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy for MSE Order, 2012.

7.3 Refund of EMD

- EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. 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 bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.
- The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit from the bidder.
- 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-XVIII], Sample Form.**

7.4 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.

Note: Applicability of GST on Liquidated Damages, EMD and/or Security Deposit forfeiture: GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.

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 04 (four) days automatically by the portal. If, even after granting extension, 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 or BoQ1, as the case may be, 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 GTE, TPS and other commercial parameters (combined with TPS).
- iii. Upon opening of the bids, GTE, 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):~~

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" or BoQ1, as the case may be. 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" or BoQ1, as the case may be, 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" or BoQ1, as the case may be.
- d) Net Landed Unit Price will be arrived at after deducting Input Tax Credit for GST from Landed Price.

NOTE:

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

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.

In case of single bid tenders or tenders up to a value of Rs. 50 lakhs, the shortfall documents shall be asked only once. However, in case of two bid tenders, shortfall documents shall be asked twice irrespective of tender value.

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

- If L-I bidder is a defaulter for part of/ all items for which he is L-I, 100% of EMD amount or **Rs. 20 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.
- 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.
- **Applicability of GST on Penalties:** In case of imposition of any penalty like forfeiture of EMD, Liquidated Damages (LD) etc., **GST will be charged extra on the amount of penalty.**

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.
- d) A bidder will be treated as defaulter and liable for penal action, 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 Deposit (SD) and Performance Bank Guarantee (PBG), as applicable as per terms of Supply Order.

~~3. **Pre-Contract Integrity Pact (Not Applicable)**~~

4. **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-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020) of Department of Industrial Policy and Promotion, Ministry of

Commerce and Industry. 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 fulfil all requirements of tender document applicable for Indigenous Manufacturer.

'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.

Local Supplier:

'Class-I Local Supplier' means a supplier whose product offered for procurement has local content of minimum 50%.

'Class-II Local Supplier' means a supplier whose product offered for procurement has local content of minimum 20% but less than 50%.

Non-Local Supplier: means a supplier whose product offered for procurement has local content less than Class-II Local Supplier.

Note: For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class-I Local Supplier' and 'Class-II Local Supplier' respectively.

Margin of Purchase Preference: For being eligible for purchase preference under this clause, the Margin of purchase preference shall be 20% (i.e. L1 + 20% band).

Preference: Purchase Preference shall be given to '**Class-I Local Supplier**' only in the manner specified here under:

A. In the procurement of Goods which are divisible in nature:

- i. If L1 is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 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 supplier', then such balance quantity may also be ordered on the L1 bidder.

B. In the procurement of Goods which are not divisible in nature:

- i. If L1 is 'Class-I local supplier', the contract for full quantity 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 the Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1, 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

C. 'Class-II local supplier' will not get purchase preference.

Verification of local content:

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of bidding shall be required to indicate percentage of Local Content and provide self-certification that the items offered meet the local content required for Class-I local supplier' / 'Class-II local supplier' and shall give the details of the location(s) at which the local value addition is made (**Refer Annexure – XIX, Sample Forms**).
- ii. False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of three years along with any other penal action as may be deemed fit including rejection of the offer, forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of Purchase Manual Coal India Limited 2020.
- iii. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference for procurement for the duration of debarment. It will be the bidder's responsibility to provide self-certification, clearly stating that the bidder is not serving debarment from any procuring entity for the tendered item at the time of tendering.

Exemption of small purchases: Procurements where the estimated value to be procured is less than Rs 5 (Five) Lakhs shall be exempt from above.

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

FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

5. 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). *In case of non-divisible tenders, an MSE quoting in the price band of L-1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L-1 by the MSE concerned.*

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.
- (iv) In case of Private Limited Companies, at least 51% share shall be held by SC/ ST promoters.

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.

Where any Aggregator (One who sells the products coming directly from the manufacturers. MSME appoints aggregators for the specific items.), appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

6. 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 L-1 +15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 25% 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-1 price is quoted by an ancillary unit, then the ancillary who quoted L-1 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.
- 7.5 If L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 25% quantity shall be distributed among them at L-1 price.

7. 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.

8.1 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.

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

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, Northern 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

- 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/ rate / running 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 extended SD submission 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.
- 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 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 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

7.1 Wherever applicable, 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 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 (Name of the Manufacturer).”

8.7 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

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 *Incoterms* 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 Imported Goods:

Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by fax and email, full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:

- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee.
- ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii. Packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty /guarantee certificate;
- v. Manufacturer's Test & Inspection certificate;
- vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
- vii. Documentary evidence of marine freight & marine insurance

The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

b) 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. CCL has no obligation to the supplier for arranging insurance. However, CCL will provide the supplier upon request, with necessary information for obtaining insurance”.

12. Transportation

12.1 In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.

12.2 In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser’s country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

12.3 In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser’s country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

12.4 In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Transportation of goods is to be done through registered common carriers only.

13. Warranty

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. However, in case of other goods, 18 months from date of receipt and acceptance or 12 months from date of use/fitment/commissioning, whichever is earlier.

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.

13.5 For the goods whose life is less than 12 months, warranty period will depend on the nature of the item under procurement and shall be accordingly be specified in SCC.

14. Payment

14.1 Please refer SCC for Specific payment terms.

14.2 ~~Payment for Indian Agency Commission~~

~~The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. Agency commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:~~

~~A. Copy of foreign principal's invoice.~~

~~B. Copy of bill of lading.~~

~~C. Certificate from State Bank of India regarding Bill selling rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).~~

~~D. In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter signed by the Area General Manager and HOD of Technical Dept., of the subsidiary company, where the equipment has been deployed.~~

14.3 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 any 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

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 taken into account 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 judgement of the Purchaser, has violated code of Integrity for Public Procurement in competing for or in executing the Contract.

21.2 **Code of Integrity for Public Procurement (CIPP):**

The supplier shall observe the highest standard of ethics while competing for and during execution of contracts.

The following practices would amount to violation of CIPP:

- 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.

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 Domestic Supplier shall be entirely responsible for all taxes, duties, and license 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

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. Jurisdiction of Courts

32.1 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 acceptance of tender or supply order has been issued.

32.2 The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the 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:

Office of the General Manager, B&K Area

Area Purchase Cell, Kargali

Post: Bermo, Dist.: Bokaro, Pin 829104 (Jharkhand), India

Phone-06549-220061, SO (MM) 8987787007

E-mail: kathirvel.s@coalindia.in

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

33.2 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

- 1.1 The successful tenderer shall have to deposit Security Money for an amount of ten per cent (10%) 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., B&K Area payable at Phusro** at any scheduled bank, or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of CCL enclosed as **Annexure-XIV** 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 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 Ltd
	Area	B&K Area
	Department	Area Finance Office
Beneficiary bank and branch address	Bank A/C No	11093959193
	Customer ID	80884741048
	Name of Bank	State Bank of India
	Branch & Address	Phusro, Dist.: Bokaro - 829144
	SFMS/IFSC Code	SBIN0001235

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

- 1.6 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.

1.7 Exemption from submission of Security Deposit:

- (i.) All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.
- (ii.) OEM/OES shall also 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.
- 2.5 In case of phased delivery, the grace period will be applicable to each phase separately, within the original Contract Delivery Period/Re-fixed Delivery Period.

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: Please refer Clause 20, Section III of General Conditions of Contract (GCC)

5. Payment terms:

5.1 Payment against **Indigenous supplies/ Imported materials where supplier is to arrange import:** 100% payment shall be released against submission of bills in triplicate along with receipted challans within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills complete in all respects whichever is later.

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.

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 NIT.
- f. Any other document(s) required as per contract.

6. Auditor's Certificate for imported items but payable in INR

~~The tenderer shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Custom Duty as per prevailing Custom Rates and refund if any shall be passed on to CCL, shall be submitted along with supplies/bills.~~

7. Paying Authority: The Area Finance Manager B&K Area, GM Office, Kargali Post Bermo Dist Bokaro, Pin 829104.

8. Prices

8.1 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. Deptts. / Undertakings including other Subsidiaries of CIL/Private Organizations.

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."

8.2 Price Fall Clause (Not applicable for purchase value up to Rs. 2.00 lakh)

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. ”

9. 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 X Sample Forms)**

10. Distribution of Order

10.1 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.

10.2 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.

11. 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.

12. Taxes and Duties

The bidder is liable to be registered under GST and furnish GST registration number in their offer 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 to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

- a. **Composition Scheme:** Where the bidder has opted for composition levy under Sec. 10 of CGST, he should declare the fact while bidding.
- b. The rate quoted by the supplier shall be exclusive of GST and it should be strictly as per format of BoQ. Item wise rate of GST applicable at the time of bidding shall be indicated by the bidder in respective column of the BoQ. If the bidder has opted for composition levy, no tax under GST shall be charged and accordingly no GST rate should be indicated by such bidder in the BOQ.
- c. The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total value (including GST) quoted by the bidder by the amount of GST eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.
- d. Where the supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable item causing subsidiary company liable to deposit tax under reverse charge, the GST, as applicable and payable by respective subsidiary under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also, the L1 shall be decided based on cost to company ascertained after deducting the GST amount eligible for input tax credit, if any, from the total value including tax arrived as above.
- e. The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of CCL (**20AAACC7476RHZT**). The rate and amount of CGST & SGST or IGST related to supply of goods shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.
- f. The CGST & SGST or IGST, as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the respective subsidiary could be able to avail Input tax credit of such CGST & SGST or IGST reflected in the invoice.
- g. The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be payable only when they appear in GSTR 2A of the CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made thereunder.
- h. If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST/ IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable GST paid based on such Tax invoice shall be recovered by the CCL from the current bills or any other dues of the supplier.
- i. In the event of any additional tax liability accruing on the supplier 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.
- j. In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
- k. If, any delay is arising in payment against the invoice due to fault of supplier and any reversal of input tax arises due to delay payment of invoice the same will be recovered from supplier along with interest as paid by CCL due to reversal.
- l. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed at any stage even after supplier order /award of work issued, CCL has right to reject the supply

order/letter of award. CCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by CCL

m. In case CBIC (Central Board of Indirect tax and Customs)/ any equivalent government agency brings to the notice of CCL that the Supplier of Goods has not remitted the amount towards **GST (CGST & SGST or IGST)** collected from CCL or any other person to the government exchequer, CCL reserve the right to upload such defaulter on website and may also consider for giving holiday/debarring from participating tenders.

n. Applicability of GST on Penalties

In case of imposition of any penalty like forfeiture of EMD, Liquidated Damages (LD) etc., GST will be charged extra on the amount of penalty.

13. 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 FOLLOWING DOCUMENTS, AT THE TIME OF SUPPLY, ALONG WITH THEIR BILLS FOR ENABLING CCL TO INPUT TAX CREDIT.

1) Invoice issued by the supplier should contain following elements as per Section 31 of CGST Act, 2017 along with Rule 46 and 47 of CGST Rule, 2017;

- Name, address and GSTIN of the supplier;
- A consecutive serial number (not exceeding sixteen characters) containing only alphabets and/or numerals, unique for a financial year; (should not be hand-written)
- Date of its issue;
- Name, address and GSTIN/ Unique ID Number, if registered, of the recipient;
- Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more;
- HSN code of goods or Accounting Code of services;
- Description of goods or services;
- Quantity in case of goods and unit or Unique Quantity Code thereof;
- Total value of goods or services;
- Taxable value of goods or services taking into account discount or abatement, if any;
- Rate of tax (CGST, SGST or IGST);
- Amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST);
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- Place of delivery where the same is different from the place of supply;
- Whether the tax is payable on reverse charge;
- the word "Revised Invoice" or "Supplementary Invoice", as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and
- Signature or digital signature of the supplier or his authorized representative.

2) Vendors / service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.

- 3) **GST Registration Number of CCL is 20AAACC7476RHZT.** In case Supply Contract is concluded on you, your bills should bear this number to enable CCL to claim INPUT TAX CREDIT.
- 4) Supplier will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/ applicable GST returns has been/will be uploaded in GST Portal within due time as prescribe in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereon.
- 5) Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) within a period specified in Contract to enable CCL to avail input credit of **GST (CGST & SGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to CCL for any reason not attributable to CCL, then CCL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by CCL to the Supplier. Further in this case, CCL reserve the right to upload name and detail of such defaulter on CCL website and may also consider for giving holiday/debarring from participating tenders.

- 6) Where CCL has the obligation to discharge **GST (CGST & SGST or IGST)** liability under reverse charge mechanism and CCL has paid or is /liable to pay **GST (CGST & SGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CCL or ITC with respect to such payments is not available to CCL for any reason which is not attributable to CCL, then CCL reserve the right to deduct / recover such amounts against any amounts paid or payable by CCL to Supplier.
- 7) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of CCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.
- 8) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.

14. Purchase under Option Clause against Existing Contract

14.1 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.

14.2 With the provision of the Option Clause, coverage for additional quantity up to 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.

14.3 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.

14.4 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.

15. Performance Bank Guarantee (Not Applicable)

~~15.1~~ 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.

~~15.2~~ To arrive at the value of the PBG, the order value should be calculated as per the following guidelines:

A. FOR Indigenous Order –

For arriving at the value of PBG to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties such as Excise Duty, Sales Tax/ VAT, or GST, as applicable to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.

~~15.3~~ The Performance Bank Guarantee shall be issued by a RBI scheduled bank in India in the format attached as **Annexure XV, Sample Forms** on a non-judicial stamp paper.

~~15.4~~ 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.

~~15.5~~ The PBG (s) shall remain valid for **24 months** from the date of receipt and acceptance of material at consignee's end of all the items covered in the contract. (As per the case may be)

~~15.6~~ 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.

~~15.7~~ 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 Ltd
	Area	B&K Area
	Department	Area Finance Office
Beneficiary bank and branch address	Bank A/C No	11093959193
	Customer ID	80884741048
	Name of Bank	State Bank of India
	Branch & Address	Phusro, Dist.: Bokaro 829144
	SFMS/IFSC Code	SBIN0001235

16. Deemed Exports

~~If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from the Government. CIL/CCL responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like “subject to availability of deemed exports benefit” etc. will not be accepted.~~

17. Inspection: [Stage/Pre-dispatch inspection: Not 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 Covering letter on your letter head giving the details of inspection.
 - Inspection Call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
 - Copy of e-money receipt for the PDI Fee deposited online.
 - 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),
CMPDIL 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.: Date:
Contact Person Details : -Tel./Mobile Phone No.: -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: Consignment Value: (Including of all Taxes)
Date of readiness of Material: Proposed date of Inspection :	
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. Date: 3. Amount in Rs.:
Note: 1. Inspection fee and service tax charges is being sent on email id: gmenm.cmpdi@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 concerned Staff Officer, which will be arranged by the consignee on receipt of stores.

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

18. DISPUTES ARE SUBJECT TO THE JURISDICTION OF "RANCHI COURT" ONLY.

SECTION V - SCHEDULE OF REQUIREMENTS

Sl. No.	Description of Item	Part No.	Quantity
1	SEAL GROUP	4350347	02 Nos.
2	O RING	4271596	02 Nos.

Note: If tender is floated for procurement of spares on the basis of OEM part number, then all bidders (except OEM) should compulsorily be required to mention their part number, if any, which is equivalent to given OEM part number, along with Make/Brand, in their bid.

1. Delivery Period:

Within **30 (thirty) days** from the date of issue of Supply order.

No material shall be supplied beyond the specific delivery period unless amendment for the extension for delivery period is obtained from the purchaser i.e. CCL. However, early delivery will be preferred. The delivery shall be on FOR destination basis for indigenous suppliers. Firm delivery should be indicated on F.O.R. Destination basis.

The delivery period will be counted from the date of issue of order for indigenous bidders. Failure to supply the tendered item(s) within the delivery period will attract liquidated damages as per the relevant clause of NIT.

2. Consignee: The Depot Officer, Regional Store B&K Area, P.O.- Jarangdih, Dist- Bokaro, Pin-829113

SECTION VI - TECHNICAL SPECIFICATIONS

1. Guarantee/Warranty

The tenderer shall give guarantee/warranty for satisfactory performance of the supplied materials for a period of **12 months** from the date of commissioning or **18 months** from date of receipt and acceptance of material at consignee's end, whichever is earlier. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship (excluding normal wear and tear) and shall remedy such defect at his own cost.

In case the supplier has to replace or renew any defective constituent part(s) of the assembly/sub-assembly supplied by the firm, then such replacement shall be made by the supplier free of cost. If it becomes so necessary to replace the complete item/assembly supplied by the firm then the warranty/guarantee shall start afresh i.e. it shall start from zero and it shall work till the completion of guaranteed/warranty period. The replacement of the complete item/assembly as the case may be shall be made by the supplier free of cost without any extra cost to Central Coalfields Limited.

The new goods should be supplied on FOR destination basis free of cost up to the consignee end. Warranty replacement should be completed within a reasonable period, maximum within one month from the date of claim for indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate consignee's end. All cases of warranty replacement to be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

2. Identification Mark

The manufacturer's distinct identification mark /symbol and also the part number (if any) should be clearly embossed /engraved /punched on the assembly at a visible place which is not subject to normal wear and tear.

3. Fitment Certificate

Tenderer to certify that offered products (either with tendered Part Number or Alternate Part Number) are exact replacement of /fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for on "one-to-one" basis against replacement of the respective items without any modifications to the existing system of the equipment.

4. Technical Support and Service

Tenderer to agree for rendering prompt technical support and Services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied items. They may arrange quarterly visit of their service personnel for smooth functioning of the supplied items.

5. Inspection:

Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order. Final inspection will be carried out at the consignee's end.

SECTION VII - SAMPLE FORMS

ANNEXURE-I

Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
The Tender Committee
MM Department
B & K Area
CCL

Sub: Tender No.
Tender ID:

Date:

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 authorize M/s/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 Authorized for online bidding on behalf of the bidder.		Signature & Seal of the bidder Signing LOB, Authorizing the DSC Holder for online bidding.
---	--	--

Signature & Seal of the NOTARY

Manufacturer's Authorization Form

FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF INDIGENOUS MANUFACTURERS

To be typed on the Principals letter head and should be pre-dated (prior to tender opening date), properly signed and attested by Public Notary.

To
The Tender Committee
MM Department
B & K Area, CCL

Dear Sir,

Against the Tender Ref. No. _____, we hereby authorize M/s. _____ to participate in the tender and submit the offer and enter into contract/Supply order, on our behalf. This authorization is valid till the successful completion of supplies against this tender.

We confirm/undertake that:

1. As a matter of our corporate policy, we do not quote directly quote/market our products directly to any organization in India (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), and if, subsequently, at any stage, it is found that we have quoted directly to any organization (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), we shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.
2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/guarantee obligations.
3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
4. The price quoted by our authorized agent will not exceed the price which we would have quoted.
5. In the event of placement of order on our authorized agent, the goods supplied/goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.
6. We further confirm that No Agent/Middleman/Liasoning Agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.
7. We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

(OR)

We were banned by the organization named "-----" for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned) in India.

Validity of this authorization: _____

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

Signature of Authorised Signatory of Principal Manufacturer

(Name)
(Designation)
E-mail Id:
Date:

Seal of the firm

**Self-Declaration by the bidder
(In case bidder is an Authorized Agent of the Manufacturer)
(On Authorized Agent's Letter Head)**

Ref:

Date:

The Tender Committee
MM Department
B & K Area
CCL

Dear Sir

Sub: Tender No. dated

We [Name & Address of the Agent], an authorized agent of our principal
[Name of the Principal Manufacturer], hereby certify the following:

- i. The above mentioned manufacturer is not participating in this tender enquiry.
- ii. We are not submitting a bid on behalf of another manufacturer in the same tender for the same item/product.
- iii. That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations.
- iv. That we will be responsible for providing the required after sale service.
- v. That we have been in existence for at least 3 years as on the date of tender opening. We have uploaded scanned & notarized copies of details in respect of our organization along with the copies of document(s) like certificate of incorporation/registration etc. along with the offer.
- vi. That we have uploaded 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.
7. That we have uploaded self-attested & notarized copies of the Manufacturing credentials of the Principal to establish that the principal is the manufacturer of the offered item(s).

Date:

Signature of the Authorised Signatory of the Tenderer (Authorised Agent)

Seal of the Firm/Company (Authorised Agent)

Self-Certificate for Proven-ness

Tender No. dated

“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) are pending”.

Details of supply order submitted in the tender towards proven-ness are tabulated below:

Sl. No.	Item Description	Part No(s).	Purchase order / Rate Contract No.	Purchase order/Rate Contract Date (in DD/MM/YYYY Format)	Date of Supply (in DD/MM/YYYY Format)

Date

Signature of Tenderer

Seal of the Firm

Lowest Price Certificate

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.

I/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 Certificate

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.

I/We also accept that

- i We have submitted a copy of the last (latest) purchase order for the similar/ordered item(s) received from any Organization/Ministry/Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- ii We will 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 PSU or any other private organization during the currency of the contract.
- iii We will submit a certificate along with the bill(s) that we have 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 PSU or any other private organization.”

Date:

Signature of the Tenderer

Seal of the Firm

Quality Certificate

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

No Deviation Certificate

“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

Proforma for Equipment and Quality Control

Reference: Central Coalfields Limited **Tender No.** _____
Date _____ **for supply of** _____

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. Process Flow Chart for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
(a) Normal
(b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
11. (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.
12. 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. no. 5 to 12 need be restricted to the extent they pertain to the items under reference.

Declaration Regarding Banning

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

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.

Fitment Certificate

We certify that offered products (*either with tendered Part Number or Alternate Part Number*)
are exact replacement of / fully interchangeable to the original parts and will fit & function on
the equipment for which these are intended for on “one-to-one” basis against replacement of
the respective items without any modifications to the existing system of the equipment.

Date

Signature of Tenderer

Seal of the Firm

Technical Support & Services Certificate

We agree for rendering prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied items. We shall arrange quarterly visit of our service personnel for smooth functioning of the supplied items.

Date

Signature of Tenderer

Seal of the Firm

Annexure - XIII

Bidder to mandatorily quote HSN (Harmonized System Nomenclature) Code, Type & Rate of GST of all items quoted by them:

Sl. No.	Item No.	Description of Item	HSN Code	Type of GST	Rate of GST (%)

Date

Signature of Tenderer

Seal of the Firm

Security Deposit Bank Guarantee Format

(On a non-judicial stamp paper)

Central Coalfields Limited,
B & K area,
P.O: - 825336
Dist.: Bokaro (Jharkhand)

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:

Name of the Bank: State Bank of India
Branch: Phusro, Dist.: Bokaro - 829144
IFSC: SBIN0001235
A/c No.: 11093959193
Customer ID: 80884741048

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

Place.....

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

Performance Bank Guarantee Format

(On a non-judicial stamp paper)

Central Coalfields Limited,
B & K area,
P.O: - 825336
Dist.: Bokaro (Jharkhand)

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

Name of the Bank: - State Bank of India
Branch: - Phusro
SFMS/IFSC: - SBIN0001235
A/c No: -11093959193
Customer ID: 80884741048

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

Place.....

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

**Self-Declaration by the bidder
(In case bidder is Start-Up Entity)**

We hereby certify that our entity:

- 1) has not been incorporated for more than 10 years,
- 2) 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,
- 3) has not formed the entity by splitting up or reconstruction of a business already in existence and
- 4) Our annual turnover has not exceeding INR 100 Crore in any preceding financial year.

Date:

Signature of the Bidder

Seal of the firm

MANDATE FORM (Format for Bank Details for Electronic Payment)

To
The AFM
Central Coalfields Limited,
B&K Area,
Pin: - 829104
Dist.: Bokaro (Jharkhand)

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

Dear Sir,

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

1. Name of the party(beneficiary):
2. Particulars of the bank account
 - a) Name of the Bank:
 - b) Name of the Branch:
Address:
Telephone No.:
 - c) 9 Digit MICR Code Number:
(As appearing on the cheque issued by the bank)
 - d) IFSC Code:
 - e) Type of account: Savings / Current / Cash Credit
 - f) Account No.:
(As appearing on the cheque book issued by the bank)

(Please attach photocopy of a blank cheque for verification of the bank account details)

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Central Coalfields Limited responsible.

Date: (.....)
Signatory

Signature of the Authorised

Certified that the particulars furnished above are correct as per our records

Bank's Stamp

Date (.....)

Signature of the authorized official of the Bank

Self-Certificate for Local Content

Tender Ref. No.: _____ dated: _____

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location(s) at which the local value addition made is/are as under:

1.....

2.....

3.....

*** Strike out whichever is not applicable**

Date:

Seal & Signature of the Bidder

GST Details and details of quoted items

1	GST REGISTRATION/EXEMPTION CERTIFICATE & GSTIN (Notarized and Documents as per NIT Clause as applicable) Applicable only for Indian Bidder	(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.)	
2b	Details of location from where the materials are supplied. (Complete address and 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.)	
3a	MSEs to provide UAM (Udyog Aadhar Memorandum) (All pages of UAM to be uploaded by the MSE bidder) (<u>Mandatory to avail benefits as per Public Procurement Policy of MSE's Order, 2012</u>)	
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, the details of the same may be given.	

Date:

Signature of the Bidder

Seal of the firm

**Certificate regarding Procurement from a Bidder of a country
which shares a land border with India**

Tender No.: _____ **Dated:** _____

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandum and Office Orders issued by Department of Expenditure, PPD, Ministry of Finance, under F.No.6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”

OR

However, if any Local Supplier falls in the category of bidders as indicated in the Definitions clause at sl. no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandum & Office Orders issued by Department of Expenditure, PPD, Ministry of Finance under F.No.6/18/2019-PPD and we hereby certify that our firm is from such a country and has been registered with Competent Authority (specified in Annexure-I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23.07.2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”

Date:

Signature of the Bidder

Seal of the firm

N.B.:

1. To choose any one of the above-mentioned conditions, whichever is applicable.
2. **In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above-mentioned certificates.**

Bid Security Declaration

(On Bidder's Letter Head)

Tender Ref. No.: _____ dated: _____

"We hereby declare that if we withdraw or modify our Bids during the period of validity, or if we will be awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in existing manuals/ NIT) as defined in the request for bids document/ tender document, we will be banned for two years from being eligible to submit Bids in CIL and its Subsidiaries."

Date:

Seal & Signature of the Bidder