



Central Coalfields Limited
(A Subsidiary of Coal India Limited)
Materials Management Department
Darbhanga House, RanChi-834 001(Jharkhand), India
Ph: (PBX): 2361687/ 2361694; GM (MM) 2360716/2360257
Fax (91) (0651) 2360198
Website: www.centralcoalfields.in
Online bidding website: www.coalindiatenders.gov.in



Tender Sl. No. : 052 dtd.21.08.2019

Tender Ref No.: CCL/MMD/GM(MM)/Assys of Komatsu Loader/031/2019

E-Tender Notice

Single Tender Enquiry (Domestic) on Proprietary basis

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> only from the following single firm on Proprietary basis:

- (i) **Larsen & Toubro Limited**, Product Support Department, Plot No : 101 / A , Dumurdaga, NH33, Opposite Chowdhury Service Station (HP Petrol Pump), PS : Sadar, P.O. : Booti, Ranchi : 835217

[Authorized Distributor of M/s Komatsu India Private Limited (OEM)]

having 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.

Brief Description of Item	No. of Items	Estimated/ Indent Value (In Rs.)	Earnest Money (In Rs.)	Delivery Period (In Days)
Procurement of Engine Assy, Transmission Assy & Torque-Convertor Assy suitable for Komatsu Wheel Loader Model-WA800-3E0	3	6,75,20,000.00	10,00,000.00	180

N.B:- Applicability of INPUT TAX Credit as applicable at the time of evaluation will be taken into account for final acceptance by CCL as per rules in force at the time of finalization of tender.

All the scanned documents being uploaded by the bidder should be clearly legible.

2. **Time Schedule of Tender:**

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	21.08.2019	18.00 Hrs.
b.	Document download start date	22.08.2019	10.00 Hrs.
c.	Start date for seeking Clarification on-line	22.08.2019	10.00 Hrs.
d.	Bid Submission start date	22.08.2019	10.00 Hrs.
e.	Last date for seeking Clarification on-line	24.08.2019	11.00 Hrs.
f.	Document download end date	29.08.2019	11.00 Hrs.
g.	Bid submission end date	29.08.2019	11.00 Hrs.
h.	Last date of receipt of EMD	29.08.2019	11.00 Hrs.
i.	Bid Opening date	30.08.2019	11.00 Hrs.

(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at the same time. CCL Hqrs. is working full day on all Saturdays except 2nd Saturday of every month, which is a holiday).

3. **Deposit of EMD:** Bidders shall Deposit EMD through online payment gateway provided on the e-procurement portal.

- a. In the Online mode, the bidder can make payment of EMD through Axis Bank payment Gateway by net banking from designated Bank or through NEFT / RTGS from any scheduled Bank to CIL Bank Account against challan generated by e procurement portal.
- b. The payment of EMD made through online mode must be received in CIL Account before the last date and time of submission of bid, 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 complications in submitting online bid before the schedule last date and time of submission.
- c. Physical mode of payment i.e Banker cheques or Demand drafts is not acceptable.

For Overseas bidders EMD/Foreign Remittance may be drawn directly in the name of Central Coalfields Ltd. **SBI Account No. 10106155123 maintained at SBI CCL Campus Branch**, having the SWIFT Facility bearing no. **SBININBB560**, and scanned copy of the documentary evidence for such **Direct Remittance must be up-loaded while submitting online Bid in the provision of EMD exemption document.**

Exemption of EMD: The following bidders shall be exempted from payment of EMD. The bidders as per eligibility 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 on-line.

Sl. No.	Category of bidders	Documents against exemption of EMD
1	State/Central Government Organizations/PSU	Upload digitally signed Self declaration
2	NSIC registered Firms	Upload digitally signed notarized copy of valid and Complete NSIC Registration certificate for the tendered items attested by Notary Public.
3	Ancillary Units of CCL	Upload digitally signed notarized copy of valid and complete Ancillary Status certificate for the tendered items and attested by Notary Public
4	Micro / Small Enterprises [MSE]	<p>A. Upload digitally signed notarized copy of valid and Complete Micro/Small Enterprises [MSE] Registration certificate for the tendered item issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p style="text-align: center;">OR</p> <p>B. Upload digitally signed notarized of UAM certificate & no. as per letter No. CIL/C2D/Udyog Adhar/MSE/2018/47 dt. 10.04.2018. MSME letter and MoF office memorandum F. No. 21{17}/2016-MA dtd.6th April, 2018 issued by Dy. Director (MA), Ministry of Micro, Small and Medium Enterprises, Office Memorandum No. F 5/4/2018-PPD dtd. 28th February, 2018 of Govt. of India, Ministry of Finance, Dept. of Expenditure, Public Procurement Division for the tendered item.</p>
5	OEM/OPM/OM or their authorized dealers/ distributors and sole selling Agents participating against the tender or OES	Upload digitally signed notarized copy of Documents as specified in Clause 8(B) of NIT

NB: The NSIC registered firms / MSEs as above shall be exempted from paying EMD only, as per provisions of Public Procurement Policy for MSEs Order, 2012. However they are not exempted from submission of Security Deposit.

The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the form of e-payment or relevant documentary evidence for exemption of

EMD. For bidders other than Sl. No. 1 each and every page of Valid and Complete documents submitted towards EMD exemption must also be stamped and signed by the Notary Public as per details above

4. Refund of EMD: The Earnest Money will be retained in the case of successful tenderer. The Earnest Money deposited by the successful bidder will be refunded on receipt of required Security Money from the bidder.

EMD of the unsuccessful tenderers shall be refunded immediately after finalization of the tender. The bidders should submit MANDATE FORM for e-payment along with EMD, if not submitted earlier, as per the format given at Annexure-H for refund of EMD to unsuccessful bidders/successful bidder through electronic fund transfer.

EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

5. Eligibility Criteria:

A. Basic Eligibility: The bidder should be either of the following:

- I. Authorised Agent / Dealer / Distributor of OEM : M/s Larsen & Toubro Limited (Bidder having the valid authorization of OEM).

Note:

- a. In a tender, either the Indian Selling Agent/Dealer/Distributor on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.
- b. If an Agent/Dealer/Distributor submits bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item/product.

B. Provenness Criteria:

Authorised Agent / Dealer / Distributor of Original Equipment Manufacturer (OEM) : M/s Larsen & Toubro Limited : Bidder having the valid authorization of OEM. Bidder should submit valid tender specific Authorization from OEM.

- C. **Permanent Account Number (PAN) for Indian Bidders:** The Indian bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

6. Technical Specification Parameters:

A, TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENT :

SL. NO.	ITEM DESCRIPTION	TECHNICAL SPECIFICATION	QTY. (NOS.)
1	Engine Assembly : Model- Komatsu SAA12V-140E-3 suitable for Komatsu WA800-3E0 Wheel Loader.	Engine Assembly: Model- Komatsu SAA12V-140E-3; No. Of Cylinder-12, Bore*Stroke in mm-140*165, Piston Displacement in Lit (cc)-30.48(30480), Flywheel Horse Power in KW(HP)/rpm- 603(808)/2000, Maximum Torque in KW(HP)/rpm- 3727(380)/1400, Fuel Consumption ratio in KWh(HPh)- 200.2(149.3), High Idle speed in rpm- 2200, Low Idle speed in rpm- 650, Starting Motor- 24V,7.5KW- 02 Nos., Alternator- 24V,90A-01 no. Part Number- 6219-E0-0100I/ 6219-E0-0101I	01 (ONE)
2	Transmission Assembly : Suitable for Komatsu WA800-3E0 Wheel Loader.	Transmission Assembly : Suitable for WA800-3E0 Wheel Loader : Planetary gear, Multi-disc hydraulically actuated, Modulation type. Part Number- 427-15-11020I	01 (ONE)
3	Torque-Convertor Assembly : Suitable for Komatsu WA800-3E0 Wheel Loader	Torque-convertor Assembly : Suitable for Komatsu WA800-3E0 Wheel Loader. Part Number- 711-56-31005I	01 (ONE)

B. OTHER TECHNICAL TERMS & CONDITIONS:-

(1) Guarantee/Warranty parameters:

The Bidders shall be responsible for any defects that develop from faulty materials, design or workmanship and shall give a guarantee/warranty of satisfactory performance of the unit for a period of **24 months/6000 working hours** from the date of fitment or **30 months** from the date of receipt & acceptance of the material at consignee store, whichever is earlier.

(2) Warranty Replacement:

Bidders have to submit an undertaking along with each lot of supply, that the firm shall replace the defective material /pre-maturely failed material free of cost within one month for indigenous goods and within three months for imported goods upon receipt of intimation from the consignee subject to acceptance during normal joint inspection held between authorized representative of firm and the concern Project/Area representative on consignee store basis and free of cost to CCL on F.O.R. destination basis and will bear all costs connected to replacement up to ultimate consignee.

(3) Fitment Guarantee:

Bidders have to furnish Fitment Guarantee Certificate along with each lot of supply, that the supplied unit will fit & function on the equipment without any modification (addition/deletion).

(4) Delivery Schedule:

The supply is to be completed within 6 (six) months from the date of issue of order. However, early supply will be appreciated.

(5) Identification Marks:

Identification marks i.e. Maker's name, description etc. should be embossed/ engraved/ punched for identification of supplied unit at a visible place which is not subject to wear and tear for convenience of identification at any point of time.

(6) Test Certificate:

Bidder has to furnish Test Certificate along with the supplied Unit/ Engine.

(7) Inspection:

Final Inspection will be carried out by the GM(Excv)/HOD/GM (CRS) or his authorized representative on receipt of materials at consignee's end. Notice for inspection shall be given by the consignee immediately on receipt of the material.

(8) After Sales & Service:

The manufacturer/supplier should provide service support during fitment of the unit and service support for the unit supplied by them as & when required, free of cost during warranty period.

7. Submission of Bid & Specific Guidelines relating to E-Procurement Process & ~~e-REVERSE AUCTION OF GOODS:~~

- A) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.nic.in>) with valid 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 online Registration of the Bidders on the portal will be 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".
- B) 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-tender 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-tender system or internet connectivity failures.
- C) The bidder shall bear all costs associated with the preparation and submission of his bid and CCL will in no case be responsible and liable for those costs.
- D) The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The last date for seeking clarification will be up to 15(fifteen) days before the last date of submission of bid & the last date of giving clarification on-line will be up to 7 (seven) days before the end date of bid submission.
The Tender Publishing authority will be responsible for giving the clarifications online within the prescribed time frame.
- E) In case any corrigendum is issued the scanned copy of corrigendum notice will be uploaded on the e-Procurement Portal and also on the portal where the original NIT has been published. It will be the bidders responsibility to see keep track of the same on the website and act accordingly.
- F) All bids (Techno commercial Bid , Price bid) are to be submitted on-line on the website <https://coalindiatenders.gov.in> No bid shall be accepted off-line.

- G)** 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 Commercial and General Terms & Conditions and special terms and conditions (if any), along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.
- H)** Letter of Bid: The format of Letter of Bid (as given in the NIT at Annexure - B) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.
- I) Technical Parameter Sheet (TPS) along with other Commercial Parameters:** The Technical Parameter Sheet (1st Sheet) containing the technical specification parameters for each tendered item and other commercial parameters (2nd Sheet) will be in Excel format and will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. The Technical Parameter Sheet (both sheets) which is not submitted as per instruction given above will be rejected.
- J) Price bid:** The Price bid containing the bill of quantity will be in Excel format & will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II.

BOQ to be prepared/ incorporated as per requirement and type of tender. (Details provided below are for reference purpose and to be edited suitably)

1. For Domestic tender.

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

S. No.	Cell No.	Particulars to be filled in by the bidders
1	--	To be filled as per BOQ requirement.
2	--	To be filled 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 in INR. Thereafter, the bidder will upload the same Excel file during bid submission in **cover-II**.

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

The bidders are also requested to take note of clause-11(Prices) of NIT for more details.

The Price Bid which is not submitted as per instruction given above will be rejected. On opening of the tender, GTE,TPS,BOQ and all other documents uploaded by the eligible bidders get opened as well as comparative statement of prices is generated by the system i.e. L-1 bidder is decided. In view of above correct filling of BOQ plays a vital

role and the L-1 rate decided by the system is final. Wherever rate of GST are either not given or indicated as 00.00, the L-1 landed rate decided by the system will be considered however, while finalizing the price for order INPUT Credit if any will be adjusted from the Landed value generated by the system.

(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.

In case of imported materials offered by Indian dealer/authorized agent IGST paid by them during import towards INPUT TAX CREDIT shall be deducted from the Landed value to decide the L1 Status as per their applicability. **The successful bidders shall be required to submit bill of Entry along with their bills for import goods.**

The landed price in INR will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in **cover-II**.

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

The bidders are also requested to take note of clause-11(Prices) of NIT for more details.

The Price Bid which is not submitted as per instruction given above will be rejected.

On opening of the tender, GTE,TPS,BOQ and all other documents uploaded by the eligible bidders get opened as well as comparative statement of prices is generated by the system i.e. L-1 bidder is decided. In view of above correct filling of BOQ plays a vital role and the L-1 rate decided by the system is final. Wherever rate of Duty or taxes are either not given or indicated as 00.00, the L-1 landed rate decided by the system will be considered however, while finalizing the price for order INPUT Tax Credit if any will be adjusted from the Landed value generated by the system.

K) Registration under GST

1. 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 to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.
2. Composition Scheme: Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding. In that case the bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents along with certificate of practicing CA clearly mentioning that Bidder is eligible to opt the scheme and fulfilled all the condition as mentioned in the said notification

Price offer, Evaluation and Taxes

- a) The rate quoted by the supplier shall be exclusive of GST and it should be strictly as per the 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.
- b) **Evaluation of tender and L1 Status:** 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. Net Present Value of CAMC/AMC charges, if applicable, after Guaranty/Warranty period will be calculated based on discount factor of 12% per annum. Net present value will be considered for evaluating the L1 status of the bidder only.

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.

- c) The bidders shall indicate appropriate HSN Code for the items and the GST rates applicable thereof, in the BOQ.
- d) The bidders should furnish the following undertaking along with their bid ;
 - (1) That the prices quoted are after taking into account the input tax credit they will be availing on the raw material and finished products used in the manufacturing of the tendered /quoted items.
 - (2) That any extra benefit of input tax credit in future shall also be passed on to the recipient (CCL) unconditionally.
 - (3) That the bidder will comply with all obligations of Seller including that of Anti Profiteering Clause (clause 171) of GST Act.

L) Uploading of Specified documents: The bidders shall upload the Letter of Bid (Annexure-B), E-Payment Mandate Format (Annexure-H) & other specified documents as detailed in clause no.8 of the NIT in the respective specified folders on the portal. The Integrity Pact (Annexure-G) (if applicable) should also be uploaded in the portal.

Only one file in .pdf format can be uploaded against each eligibility criteria/Provenness Criteria, Other eligibility criteria & Technical Specification Parameter. Any additional relevant documents to support the information/declaration furnished online by the bidder against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

N.B: **The bidder will have to give an undertaking online in the form of Affidavit that if the information/ declaration furnished on line & scanned documents furnished in support of eligibility criteria, Provenness Criteria is found to be wrong or misleading at any stage, they will be liable to be punitive action.**

M) Modification and Withdrawal of Bid: Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded.

N) Evaluation of Bids: On scheduled date & time, the tender will be opened by the bid opening team using their Digital Signature Certificate (DSC) and system will automatically evaluate particulars as contained in GTE, TPS and other Commercial Parameters. On 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 i.e L-1 bidder is decided. The participating bidders may view the opening of bids remotely on their personalized dash board.

1. Since L-1 bidder is already decided, supportive documents of L-1 bidder only, shall be downloaded for evaluation by the TIA.

2. Technical scrutiny and commercial scrutiny / evaluation will be carried out in light of documents uploaded by the L-1 bidder based upon template response only.
3. These technical and commercial scrutinies will be validated by Tender Committee of CCL.

4. **Shortfall Document:** After evaluation of the uploaded documents, the Purchaser may ask for shortfall documents during the evaluation of the bid of the L-1 bidder. Request for documents and the response shall be on line and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with CIL/Subsidiary Co. or submission of any additional documents, not specifically asked for by CIL/Subsidiary Co., will be allowed and even if submitted, they will not be considered. For this purpose, **maximum 2 chances, first chance for the period of 7x24 hours duration & second chance for the period of 5x24 hours duration** shall be given.

These documents may be allowed to be uploaded within the specified time period of 07 (Seven) days for seeking shortfall documents for the first time & 05 (Five) days for seeking shortfall for the second time. Start Date and End Date with time will be given in the on-line communication sent for seeking such documents. The documents shall be sought through e-tendering portal. Reply should be sent back by the Bidder through e-tendering portal. Similar process can be repeated for second time in case further shortfall is required after evaluation of the uploaded documents by the L-1 bidder against shortfall asked for the first time. Time duration for submission of shortfall documents by the bidder sought for the second time shall be 05 (Five) Days.

The shortfall documents will be specified on-line indicating the start date and end date giving 07 (Seven) days for seeking shortfall documents for the first time & 05 (Five) days for seeking shortfall for the second time for on-line submission by bidder. **The bidders will get this information on their personalized dash board. Additionally, information shall also be sent by system generated e-mail, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents after exhausting 2 chances as detailed above. The bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with Service Provider.**

5. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by the tender committee. If the L-1 bidder happens to be defaulter up on verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required as has been recommended above, and this process continues sequentially till techno-commercially acceptable L-1 is established.

O) Opening of Bid -Clause 2(i).

The Bid shall be opened on the due date mentioned in clause 2(i) only when at least 3 (three) bids have been received against the tender on scheduled date of submission (clause 2g). If the number of received bids is less than 3(three), there will be first extension of due date of opening of tender by 2(two) days & if the number of bids is still less than 3(three), the due date of opening of tender may be extended by another 5(five) days by System. No separate paper publication of such extension shall be issued.

Extension of tender submission date in case of number of bids received are less than three, initially by two days and thereafter by five days will be done automatically by the system.

N.B:- The above stipulation of minimum 3 bids shall not be applicable in case of single tenders/proprietary tenders.

- P)** This tender and resultant supply order will be governed by CIL purchase manual / guidelines of CVC, New Delhi/ Govt. of India and extant procedures of CCL issued from time to time.

- Q)** The following penalties shall be imposed on the defaulting bidders:

Sl. No	Situation	Penal Provision
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1	L-1 bidder is a defaulter for part of items for which he is L-1.	50% of EMD amount or Rs.1.00 lakh, whichever is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
2	L-1 bidder is a defaulter for all items for which he is L-1.	100% of EMD amount or Rs.1.00 lakh, whichever is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
3	L-1 bidder happens to be a defaulter in 2 tenders issued by the same procurement entity within a span of 1 one year	100% of EMD amount of 2 nd tender is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year.

NOTE:

- The Zone of applicability of penal provision shall be subsidiary specific.
- The Penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEM's the debarring actions may not be made for their spares in order to ensure no disruption in supply of such spares. The submission of forged documents, if any, by the bidder(s), shall be dealt as per extant guidelines of the purchase manual.

R) GENERAL GUIDELINES AND PROCESS FLOW FOR TENDER CUM AUCTION:

- ~~1.Reverse Auction will be initiated within two hours of opening of price bids, as detailed above in case of normal tenders. It will be the responsibility of all the bidders to follow the reverse auction process closely after opening of the Bid i.e. Declaration of L1 landed price(s).~~
- ~~2.There will be no participation fees for e Reverse auction.~~
- ~~3.Upon opening of the price bids, a reverse auction platform will be created, displaying only the item wise L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.~~
- ~~4.System displays L1 landed price automatically in auction creation form and allows TIA to edit the value as 'start bid' price.~~
- ~~5.The L1 price / star bid price is landed cost to the company, price on which the auction will be initiated. At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.~~
- ~~6.The L1 bidder after the reverse auction has to upload the Break up of Landed Prices in the shortfall documents. The detailed Break up of offered landed price, uploaded by the bidder shall be considered and order if placed, shall be with the same breakup of prices. The L1 bidder after reverse auction will be responsible to ensure that the landed rate as per the breakup of prices provided by him after the reverse auction and the L1 landed rate offered by him in the reverse auction is exactly same, otherwise it may be treated as withdrawal of offer and will attract penal action. While giving the breakup, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e price bid. In case the L1 bidder fails to submit the breakup of landed price within stipulated period, the Company will be at liberty to place order on the basis of the breakup of the e price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.~~
- ~~7.To evaluate the L 1 Price, of different kind of tenders, the evaluation criteria would be as under:~~
- ~~8.**Price Evaluation:** In reverse auction to evaluate the offers on equal footage the calculation schema (separate for Indigenous and Foreign Bidders) will be provided with the tender. The applicable rate of customs duty will be specified in the NIT.
LCB (local Competitive Bidding) The Price for the Reverse auction would be the FOR Destination price, which should include all the components of Taxes and levies applicable, Freight, Insurance etc as per the pricing schema given in the particular tender.
ICB (International Competitive Bidding) Only Foreign Bidder: The Price for the Reverse auction should be the CIF Landed price, which should include all the components like FOB~~

charges, ocean / air freight, insurance, landing charges, customs duty etc. as per the pricing schema given in the particular tender.

Mixed Bidders: “FOR Destination price(including Excise Duty, Sales Tax, freight and transit insurance charges)” for Domestic Bidder and “Landed price (i.e. quoted FOB price plus other loadings as per provisions of NIT to arrive at FOR Destination price) for Foreign Bidder as per the pricing schema given in the particular tender.

If there is no acceptable foreign bidder, then the evaluation of the domestic bidders will be made on FOR Destination basis.

9. The decrement value will be 0.5% of the start bid price with minimum of Rs1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof.
10. In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under:
 - i. For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
 - ii. For decrement values from Rs.11/- to Rs.100/-, rounding off may be made to nearest 10.
 - iii. For decrement values from Rs.101/- to Rs.1000/-, rounding off may be made to nearest 100.
 - iv. For decrement value from Rs.1001/- to Rs.10,000/-, rounding off may be made to nearest 1000. And so on
11. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
12. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
13. System provides bidder details along with bid documents at the end of reverse auction process.
14. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
15. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
16. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
17. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of the bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
18. Purchase Preference: In case BEC provides for purchase preference as per Govt. Policy, as may be notified time to time to any category of bidders, and if any of the short listed bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage.
19. Conversion Rate: While evaluating the bids, the exchange rate captured by the e-procurement system will be taken in to account for conversion of foreign currency in to Indian Rupees.
20. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
21. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
22. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering in to a contract.
23. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
24. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP

process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
Disruption and restarting of RAP shall be intimated to all the bidders through system / SMS / e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

8) The following specified documents depending on the category of bidders are to be uploaded :

All the scanned documents being uploaded by the bidder should be clearly legible.

A. Eligibility Criteria [Refer Clause 5A of the NIT]:

Sl. No.	Category of Bidder	Upload digitally signed Scanned copy of Notarized documents in support of Eligibility Criteria for the tendered item.
a	Indian Manufacturers	<p>Any one of the following valid documents (<i>attested by Public Notary</i>):</p> <ul style="list-style-type: none"> a. Factory license/Manufacturing license b. NSIC registration certificate. c. SSI/DIC registration certificate d. ISO Certificate. e. BIS license/certificate f. DGMS approval g. Startup: Statutory document issued by DIPP recognizing the eligible entity as Startup. h. MSE Registration certificate issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
b	Indian selling agents /dealers/distributors authorized by Indian manufacturer	<ul style="list-style-type: none"> i. M/s Larsen & Toubro Limited- Specific authorization from their principal manufacturer to quote against this tender (<i>attested by Notary Public</i>). ii. Any one of the following valid documents of the principal manufacturer (<i>attested by Public Notary</i>) <ul style="list-style-type: none"> a. Factory license/Manufacturing license b. NSIC registration Certificate. c. SSI/DIC registration certificate d. ISO Certificate. e. BIS license/certificate f. DGMS approval g. Startup : Statutory document issued by DIPP recognizing the eligible entity as Startup h. MSE Registration certificate issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

e	Foreign Manufacturers	Any one of the following Valid documents (attested by Public Notary): a. Manufacturing license/certificate b. ISO Certificate. c. Any statutory document confirming the "Manufacturer" status of the Bidder.
d	Foreign selling agents/dealers/distributors authorized by Foreign manufacturer	i. Specific authorization from their principal manufacturer to quote against this tender (attested by Notary Public) ii. Any one of the following Valid documents of the principal manufacturer (attested by Public Notary) a. Manufacturing license/certificate b. ISO Certificate c. Any statutory document confirming the "Manufacturer" status of the Principal Manufacturer.
e	Indian selling agents/dealers/distributors authorized by Foreign manufacturer	i. Specific authorization from their principal manufacturer to quote against this tender (attested by Notary Public) ii. Any one of the following valid documents of the principal manufacturer (attested by Public Notary): a. Manufacturing License/Certificate b. ISO Certificate c. Any statutory document confirming the "Manufacturer" status of the Principal Manufacturer.

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. Each and every page submitted towards EMD exemption must be stamped and signed by the Notary Public.

B. Provenness Criteria [Ref. Clause No.5 (B) of NIT]:

DOCUMENTS TO BE UPLOADED BY THE BIDDER :-

CRITERIA FOR PROVENNESS OF BIDDER:		
Sl. No.	Category of Bidder	Scanned copy of documents (Self-certified and attested by Notary public) to be uploaded by bidder in support of Provenness Criteria
I	Original Equipment Manufacturer (OEM) Manufacturer for the equipment in which the tendered item/s (assemblies/sub-assemblies/components) are to be fitted	Self Certificate or any relevant document in a proof of being manufacturer of the equipment & copy of firm supply order of the equipment in which the tendered item/s is/are fitted.
II	Authorised Agent / Dealer / Distributor of Original Equipment Manufacturer (OEM) having valid authorization of OEM : M/s Larsen & Toubro Limited	Valid tender specific authorization from OEM
III	A. Original Equipment Supplier (OES) having authorisation /collaboration with OEM.	(i) To submit valid documents regarding authorization / collaboration with OEM for supply of their equipment and giving technical services.
AND		

		(ii) Supply order copy placed by CIL or HQ of CIL Subsidiaries / PSU/Govt. Organisations/ Semi Govt Organisations for the relevant Equipments for which the tendered item(s) belongs to.
B. Original Equipment Supplier (OES) who may not have current authorisation/ collaboration of OEM, but have already developed and indigenized fully or partly the spares for the equipment supplied by them.		(i) Supply order copy placed by CIL or HQ of CIL Subsidiaries /PSU/Government/Semi Government organization for the Equipments for which the tendered item(s) belongs to.
		AND
		(ii)The order copies of indigenized offered items issued from CIL or HQ of CIL Subsidiaries or PSU or Government / Semi government Organization. The order copies for the offered item(s) shall not be more than 7 (Seven) years old and not less than 6 (Six) months old as on date of opening of tender.
		AND
		(iii) Bidder shall have to submit an under taking that “ The item(s) covered in the supply order (s) submitted against this tender have been fully executed without any complaint on account of performance of the products supplied. No warranty claim as regards to such supplies is/are pending as on the last date of submission of Bid.”

IV	A. Original Parts Manufacturer (OPM) who has order copy/s of OEM OR Trade Agreement with OEM for the tendered item/s.	(i) Bidders to submit a self certificate or any relevant document to prove that the bidder is a manufacturer of tendered assemblies / sub assemblies / components.
		AND
		(ii). Bidders to submit Notarized & legible copy(s) of Purchase orders in support of proof of having supplied to OEM or Notarized copy of trade agreement of the OEM with OPM for the tendered items.
		AND
		(iii). A self certificate to the effect that “ The item(s) covered in the supply order (s) submitted against this tender have been fully executed without any complaint on account of performance of the products supplied. No warranty claim as regards to such supplies is/are pending as on the last date of submission of Bid.”

<p>B. Original Parts Manufacturer (OPM) who is not in position to submit the order copy/s of OEM/ Trade Agreement of OEM of the tendered item/s.</p>	<p>(i) Bidders to submit a self certificate or any relevant document to prove that the bidder is a manufacturer of tendered assemblies / sub assemblies / components. AND (ii). In case OPM is not in a position to submit the purchase order copy of OEM or trade agreement with OEM due to confidentiality law of a particular country, a copy of such law should be enclosed with a certificate to the effect that they are OPM and have supplied / have been supplying the items to OEM (indicating the name of OEM). AND (iii). Order copy of tendered item(s) issued by CIL or Subsidiary HQ of CIL and performed satisfactorily for not less than one year. AND (iv). A self certificate to the effect that “ The item(s) covered in the supply order (s) submitted against this tender have been fully executed without any complaint on account of performance of the products supplied. No warranty claim as regards to such supplies is/are pending as on the last date of submission of Bid.”</p>
<p>C. Original Parts Manufacturer (OPM) whose components/ assemblies / sub assemblies have been declared fitted on the equipment by the OEM OR declared OPM by CCL OR appearing in the supply order of the CCL equipment.</p>	<p>(i) Bidders to submit a self certificate or any relevant document to prove that the bidder is a manufacturer of tendered assemblies / sub assemblies / components. AND (ii). Declaration by the OEM or by a committee constituted in CCL for identification of OPM, that the tendered item is fitted / retrofitted in the equipment. OR appearing in the supply order of the equipment issued from CIL / Subsidiary of CIL.</p>
<p>V. Authorised Agent/ Dealer/Distributor of Original Parts Manufacturer (OPM) having valid authorization of OPM.</p>	<p>Valid tender specific authorization from OPM and documents as per eligibility required against (IV) i.e. OPM, to establish the bidder's principal as OPM.</p>

C. Other Eligibility criteria: The following specified documents as applicable are to be uploaded by bidders:

Sl. No.	Other Eligibility Criteria	Documents to be uploaded
1	Affidavit /Undertaking (On letter head of bidder) as per Annexure – C	Upload digitally signed scan copy of the Annexure-C.
2	Information as per Annexure-D	Upload digitally signed scan copy of the Annexure-D duly filled (typed)
3.	GST REGISTRATION / EXEMPTION CERTIFICATE (Ref. Clause No. 7(K)) Applicable only for Indian Bidder <i>N.B:- The bidder is required to mention GSTIN in the appropriate cell of BOQ & in Annexure -D</i>	1. Digitally signed and Notarized copy of GST registration/ exemption certificate. 2. Undertaking as per 7(K) (1), (2) & (d- 1, 2, 3) as applicable.

4.	Permanent Account Number (PAN No.) for Indian Bidder	PAN NO. (Upload digitally signed Scan copy of Notarized document)
5.	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document (Authorization/Letter of Authority) is required. However, if the DSC holder is bidding online on behalf of the bidder the Power of Attorney or authorization as mentioned at Clause no. 7 to bid on behalf of bidder is required. (Upload digitally signed Scan copy of Notarized document)
6.	a) Documents for availing benefits under Micro Small and Medium Enterprise Act'2006 (If applicable) b) In case MSE is owned by SC/ST entrepreneurs	a) Upload digitally signed notarized copy of UAM certificate b) If yes, Valid Documentary evidence in support of their such claim (Upload digitally signed Scan copy of Notarized document)
7.	Documents for Foreign Principal involving Indian Agent	a) Copy of the agency agreement if any with foreign principal stating precise relationship between them and their mutual interest in the business. b) Self authenticated copy of Foreign Principal's pro forma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of service to be rendered by the Indian Agent etc. (Upload digitally signed Scan copy of Notarized document)
8	Certificate for Domestic Manufacturer as per clause 29 of the NIT (For equipment other than HEMM)	A digitally signed and notarized copy of certificate from the auditor of the manufacturer for consideration as domestic/Indigenous manufacturer, if the equipment manufactured and offered against tender has indigenous material content cost plus labour content cost in excess of 30% (thirty per cent) of Ex works value of the equipment including all taxes and duties.
9	Startup	Bidder claiming to be Startup, to submit the following documents: a. As per clause 5.B. of NIT. All documents should be notarized. b. Statutory document issued by DIPP recognizing the eligible entity as Startup. All documents should be notarized.
10	Provision of Public Procurement (Preference to Make in India Policy)	Bidders are required to submit necessary copy of certificates & documents as detailed in the GoI order in support of their claim to avail benefit against this order. All documents should be notarized. Ref clause 21.C of NIT. All documents should be notarized.

D. OTHER TECHNICAL DOCUMENTS REQUIRED:

Please refer Clause 6.B of NIT, if any.

Note : All the Bidders shall have to submit legible, notarized & self authenticated copy of above certificate.

9. **Validity:** The validity period of the tenders shall be minimum 180 (one hundred eighty days from the end date of submission of bid. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company.

10. **Consignee & Paying Authority Details:**

The destination point for delivery of materials will be as follows:

Item Sl. nos.	Consignee details (Place of delivery of materials) & Paying Authority
1,2 & 3	Consignee Details : Depot Officer, Central Stores, Barkakana, Dist-Ramgarh Paying Authority: Area Finance Manager (CWS/CS), CCL, Barkakana – 829103, Jharkhand

11. **Prices** :- (Please refer to clause 7j also) The Price to be quoted shall be “FIRM” price and in case of order, shall remain “FIRM” till complete execution of the order. In case, against “FIRM” price any variable price is offered such offers shall be rejected without notice.

A. FOR DOMESTIC BIDDERS: [The Indian bidder must quote their unit rates in Indian Rupees only]

The safe arrival of stores at destination shall be the responsibility of the supplier. Prices quoted must be FIRM till delivery, otherwise the offer will be rejected. The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis as per the requirement of BOQ (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-works Price (ii), Packing & Forwarding Charges if any (iii) Freight, Insurance, Installation Charge applicable if any.

Goods & Services Tax: (refer Clause 8.C-3 for furnishing information/ uploading of relevant documents).

GST if applicable & payable extra: The bidders are required to quote the prevailing rate in %, in column of the BOQ.

Statutory Variation: If there is any statutory change in GST/SGST/UT-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 the same beyond original delivery period shall be admissible

In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the “Input Tax Credit Amount” declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules

Input Tax Credit: -In case CCL is eligible for Input Tax Credit, at the time of evaluation of tenders to arrive the lowest landed rate quoted, the amount of GST towards ITC will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

For this it is necessary that GST Tax Invoice is submitted by the firms (Indian manufacturer or their authorized selling agent, dealer, distributor) wherein the amount of GST and applicable taxes at applicable rates are shown separately in all the GST Tax Invoice raised by the suppliers so that CCL is able to claim ITC on admissible inputs and capital goods.

Input Tax Credit:(refer Clause 8.C-3 for furnishing information/ uploading of relevant documents). In case CCL is eligible for **Input Tax Credit** on admissible inputs and capital goods, the set-off value (equal to IGST) of **Input Tax credit** will be offset from the landed price for ascertaining the L-1 status of the firms.

On opening of the tender, system will automatically evaluate particulars as contained in GTE, TPS, BOQ and all other documents uploaded by the eligible bidders get opened as well as comparative statement of prices is generated by the system i.e. L-1 bidder is decided. In view of above correct filling of BOQ plays a vital role and the L-1 rate decided by the system is final. Wherever rate of GST are either not given or indicated as 00.00, the L-1 landed rate decided by the system will be considered however, while finalizing the price for order INPUT Credit if any will be adjusted from the Landed value generated by the system

Discounts offered, if any, should be clearly indicated as Trade Discount, Quantity Discount etc. Conditional Discounts shall not be taken into account for the purpose of determination of ranking

Input Tax Credit on IGST: In case CCL is eligible for Input Tax Credit, at the time of evaluation of tenders to arrive at the lowest landed rate quoted, the amount of IGST & service charge on marine insurance will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

B. For Indian selling agent, dealer, distributor authorized by foreign manufacturer: In case of imported stores, where the supplier is to arrange importation and paying customs duties etc. the rates quoted will be on FOR Destination basis and the safe arrival of the consignment from the country of origin dispatched to the destination will be of supplier responsibility. In that case GST and Statutory Local Levies (if any) will be payable extra as applicable. The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis as per the requirement of BOQ (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-works Price, (ii) Packing & Forwarding Charges if any (iii) Freight, Insurance, Installation Charge applicable, if any.

Input Tax Credit: (refer Clause 8.C-3 for furnishing information/ uploading of relevant documents). In case CCL is eligible for Input Tax Credit on admissible inputs and capital goods, the set-off value (equal to IGST) of Input Tax credit will be offset from the landed price for ascertaining the L-1 status of the firms.

For this, if the Bill of Entry is not in the name of CCL, the Indian agent / dealer passing the credit should be registered with GST Department and will raise GST Invoice as per GST Rules, so that CCL is able to claim Input Tax Credit on admissible inputs and capital goods.

1. In case a tenderer does not specify the basis of price or quotes on Ex-Works or FOR Dispatching station basis, the price will be loaded in the following manner:
 - a. In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% (two percent) of the Ex-works price will be loaded to arrive at the FOR Despatching station price. Insurance charges shall be considered as per the existing transit insurance contract concluded by CCL.
 - b. In case of FOR Despatching station offer, the following percentage shall be added to arrive at the FOR destination price, as element of estimated freight up to destination.

Approx. distance of dispatching station from site	% of FOR Dispatching station price
Above 2001 kms	5%
1501 to 2000 kms	4%
1001 to 1500 kms	3%
501 to 1000 kms	2%
500 kms and below	1%

However, if the firm quotes the exact amount of freight or packing and forwarding charges, the same shall be added in place of the above percentage amount.

On opening of the tender, system will automatically evaluate particulars as contained in GTE, TPS and other Commercial Parameters and GTE, TPS, BOQ and all other documents uploaded by the eligible bidders get opened as well as comparative statement of prices is generated by the system i.e L-1 bidder is decided. In view of above correct filling of BOQ plays a vital role and the L-1 rate decided by the system is final. Wherever rate of taxes & duties are either not given or indicated as 00.00, the L-1 landed rate decided by the system will be considered however, while finalizing the price for order INPUT Tax Credit if any will be adjusted from the Landed value generated by the system.

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

C. FOR FOREIGN BIDDERS / Authorised agent quoting on behalf of foreign manufacturer. [Refer clause 8.C for furnishing information / uploading documents as applicable]

~~Currencies of Bid:~~ Foreign Bidders should quote their rates ONLY in any of the following currencies:

~~1. USD 2. GBP 3. EURO 4. YEN 5. AUDS~~

~~Prices quoted must be FIRM till delivery on FOB (Free on Board) port/airport of delivery basis; otherwise the offer will be rejected.~~

~~The FOB prices shall be converted into FOR destination prices in Indian Rupees in the following manner to arrive at the landed price of the Import offers:-~~

Sl.no	PRICE ELEMENTS	Price components
1	FOB Price	
2	Freight Charges from the Port/Airport of Delivery to Indian Port/air port.	For USA, Canada and Japan Sectors – 12% of FOB For All other Sectors – 10% of FOB
3	C&F Price	1+2
4	Marine Insurance from Load Port to Ultimate Consignee.	Insurance premium on C&F @ 0.0725%, 5% Discounted Insurance premium, i.e. 3 X 0.000 68875
5	CFR Price in Foreign Currency	(3 + 4e)
6	Assessable Value	(5)X1.01
7	Effective Custom duty	6 X (Basic Custom Duty + Educational Cess + IGST AS APPLICABLE.
8	Port clearance & Inland Freight @ 5% of FOB	1 x 0.05
9	Sub Total	5 + 7 + 8
10	FOR destination price	9 X exchange rate

~~The effective custom duty in BOQ Sheet (Sheet foreign bidder) is based on Basic Custom duty Rate.~~

INPUT TAX CREDIT ON IGST: In case CCL is eligible for Input Tax Credit on admissible inputs and capital goods, the set-off value (equal to IGST) of Input Tax credit will be offset from the landed price for ascertaining the L-1 status of the firms.

12. **Taxes and Duties:** In case of any increase in Taxes and Duties after the last date of submission of bid and up to the stipulated delivery period, the same shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. In case of any increase in Taxes and Duties after expiry of the stipulated delivery period, such increase will be borne by the Supplier. In case of any decrease in Taxes and Duties after the last date of submission of bid and up to the delivery period (stipulated/extended), the same shall be recovered from the Supplier.

13. **Delivery Schedule:** **Pl. Refer Clause No. 6**

N.B

(i) The bidder should be in a position to supply in the delivery period specified above at least 25% of the total quantity for which the bid has been issued. Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive. That means, **the offered quantities should not be less than 25% of the tendered quantities.**

(ii) Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.

14. **Guarantee/Warranty:** **Pl. Refer Clause No. 6**

15. **Warranty Replacement:-** **Pl. Refer Clause No. 6**

16. **Identification Mark:** **Pl. Refer Clause No. 6**

17. **Security Deposit:** The successful tenderer will be required to deposit Security Money equivalent to 10% of the value of the awarded contract (landed value) without having any ceiling, in the form of Demand Draft or irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-E), within 15 days from the date of receipt of Supply Order. The Bank Guarantee submitted towards Security Money shall be valid for a minimum period of 3(three) months beyond the stipulated delivery period. Failure to deposit the required Security Money within the specified period shall entail cancellation of Supply Order and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealing with them. The Security Deposit shall be refunded within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the Security Deposit shall be forfeited. In case of extension of the delivery period the validity of Bank Guarantee submitted towards Security Deposit shall be suitably extended to cover the required validity period of 3(three)months beyond the extended delivery period.

"The Bank Guarantees (BG) issued by Issuing bank on behalf of the supplier/s in favour of "Central Coalfields Ltd' shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform are furnished below:-

Name of Beneficiary & his details	Name	Central Coalfields Ltd
	Hqrs/Area	Hqrs
	Department	Materials Management
Beneficiary bank and branch address	Bank A/C No	10106155123
	Customer ID	80288731402
	Name of Bank	State bank of India
	Branch & Address	SME Branch, Doranda, Ranchi-834002
	SFMS/IFSC Code	SBIN0009620

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

EXEMPTION OF SECURITY DEPOSIT: State / Central Government Organizations / PSUs/ and Ancillary Units of CCL for the tendered items & for Spares; the respective OEM/OES/OPM/OM or their authorized dealers/distributors, sole selling Agents shall be exempted from furnishing the Security Deposit against duly notarized documentary evidence to this effect, if validity of such certificate is sufficient to cover security period. If validity of the certificate expires after opening of the tender and document in support of extension of validity is not submitted by the firm, they shall not be considered for exemption and will have to submit Security Deposit as above, which shall be incorporated in the supply order in the event supply order is placed on the firm.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should be mentioned on the Bank Guarantee.

Bidders submitting Bank Guarantee towards Security Deposit cum Performance Bank Guarantee shall submit the same in Performance BG format clearly indicating security deposit cum performance bank guarantee. In such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order. Validity period of the Bank Guarantee shall cover the period of Security deposit as well as that of performance bank guarantee.

18. **Performance Guarantee :** Not applicable.

~~PBG issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure F) shall be valid for 21 months to cover satisfactory performance and warranty for the standard performance for 10% value of the equipment (along with accessories) including taxes and duties etc.~~

~~on the FOR Destination price of the equipment on order must be submitted before execution of supplies or along with supply bills. No payment shall be released without submission of the performance bank guarantee. The Bank Guarantee submitted towards Performance Guarantee shall be valid for a minimum period of ninety days beyond the stipulated warranty period.~~

The Bank Guarantees (BG) issued by issuing bank on behalf of the supplier/s in favour of “Central Coalfields Limited” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank of issue of BG through SFMS Platform are furnished below:-

Particulars of Beneficiary	Name	Central Coalfields Ltd
	Hqrs/ Area	Hqrs
	Department	Materials Management
	Bank A/C No.	40106155123
	Customer ID	80288731402
Particulars of Beneficiary Bank	Name of Bank	State Bank of India
	Branch & Address	SME Branch, Doranda, Ranchi 834002
	SFMS/ IFSC Code	SBIN0009620

~~Original copy of the Bank Guarantee issued by the issuing Bank shall be sent by the Issuing Bank to the Procurement Entity, Central Coalfields Limited.~~

~~To arrive at the value of the Performance Bank Guarantee, the order value should be calculated as per the following guidelines:~~

~~a. For Indigenous Order~~ For arriving at the value for Performance Bank Guarantee to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties applicable, to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.

~~b. For Import Order~~

~~For arriving at the value for Performance Bank Guarantee to be submitted for Import Orders, the order value will be arrived at by adding estimated amount of Freight, Insurance, Port Charges and Customs Duty etc. as applicable on the date of opening of price bid, to the CIP Price of the materials on order.~~

~~The Performance Bank Guarantee for the above case (a) & (b), shall be released after expiry of validity period if no claim is pending.~~

~~“The PBG will be released after successful completion of Performance guarantee period/criteria. On completion of Performance guarantee period/criteria, the firm should submit a written request to the supply order signing authority for release of PBG”~~

~~Bidders submitting Bank Guarantee towards Security Deposit cum Performance Bank Guarantee shall submit the same in Performance BG format clearly indicating security deposit cum performance bank guarantee. In such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order. Validity period of the Bank Guarantee shall cover the period of Security deposit as well as that of performance bank guarantee.~~

19. INSPECTION:

Final Inspection: Final Inspection will be carried out by the GM(Excv)/HOD/GM (CRS) or his authorized representative on receipt of materials at consignee’s end. Notice for inspection shall be given by the consignee immediately on receipt of the material.

20. PAYMENT TERMS:

A. Payment Terms for indigenous bidders: 100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later. In the event Performance Bank Guarantee is applicable the payment will be released after submission of the same.

In case of ancilliary units of CCL for ancillarised items, the ancilliary payment terms will be applicable as per CCL norms and paying authority will be GM(Fin), CCL, HQ.

B. Payment Terms for indigenous bidders (Imported Materials): 100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later. In the event Performance Bank Guarantee is applicable the payment will be released after submission of the same.

The supplier has also to produce the following documents along with supplies/bills,

- a) **Self attested copy of Principal's invoice / packing list along with original.**
- b) **Self attested copy of Bill of Lading / Airway bill.**
- c) **Self attested copy of Bill of entry along with original.**
- d) As per contractual requirement (if any) warranty / guarantee certificate.
- e) Certificate of origin.
- f) Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c for acceptance by CCL).

The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

~~**C. Payment Terms for overseas bidders (in case of direct import by CCL):** 100% payment of FOB prices (less Indian Agents Commission) will be made against presentation of shipping documents through irrevocable Letter of Credit established in favour of the supplier. Initial bank charges within India towards opening of Letter of Credit shall be borne by CCL.~~

~~In case a confirmed Letter of Credit needs to be established the confirmation charges will have to be borne by the supplier / beneficiary. The Letter of Credit will be made operative only after receipt and acceptance of Performance Bank Guarantee, if any.~~

~~All bank charges within India and Abroad towards any further extension and amendment of Letter of Credit on the request of the supplier/beneficiary will have to be borne by the supplier / beneficiary.~~

~~The Indian Agent's commission, if any, will be payable in Indian Rupees after receipt and clearance of the materials at consignee's end subject to furnishing of information/documents as detailed in Clause 8.C.7.~~

D. SUBMISSION OF BILLS: For claiming payment, bills / Excise-Cum-Tax Invoice (wherever applicable) in triplicate should be submitted to the Paying Authority for arranging payment **except in case of direct import by CCL**. The following documents/certificate should also be submitted to the paying authority along with the Bill / Excise-Cum-Tax invoice:

- i. Self Authenticated Copy of Consignment Note.
- ii. Self Authenticated Copy of Guarantee / Warranty Certificate (if applicable).
- iii. Any other document specified in the supply order.
- iv. Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.

Input Tax Credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped GST compliant Invoice showing the amount of GST (CGST & SGST/UTGST)/IGST at applicable rates separately is required to be submitted. The GST compliant Invoice must contain all the following information as required under GST rule & subsequent amendments if any:

For e.g.

- a) GSTN no. of the Supplier.
- b) Address of the concerned GSTN.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) HSN codes
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of GST.

j) Quantity and value of goods, and GST payable thereon.

In addition to the above the following documents are to be submitted as per terms of the supply order to the consignee.

a. In case of indigenously manufactured goods.

- i. One copy of the bill / GST compliant Invoice as the case may be.
- ii. Challan.
- iii. Packing list in original giving details of bill of materials.
- iv. Consignment note / RR/ PWB in original.
- v. Warranty / Guarantee certificate and fitment certificate (wherever applicable) in original.
- vi. Manufacturers test certificate in original (wherever applicable) as per supply order terms.
- vii. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- viii. As per provision of section 171 of GST Act 2017. an undertaking that “Any extra benefit of input tax credit to the supplier in future shall be passed on to the recipient.
- ix. Any other document specified in the supply order.

In order to enable the purchaser to avail ITC 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 GST Invoice (Credit available to CCL on this account) is less than the “ ITC 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.

b. In case Supply is to be arranged after importing ordered items.

The following import documents are required to be submitted with each supply for acceptance of supplies by CCL:

- i. **Self attested copy of Principal's invoice / packing list along with original.**
- ii. **Self attested copy of Bill of Lading / Airway bill.**
- iii. **Self attested copy of Bill of entry along with original.**
- iv. As per contractual requirement (if any) warranty / guarantee certificate.
- v. Certificate of origin.
- vi. Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.
- vii. Any other document specified in the supply order

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by CCL).

The original documents under (i) and (iii) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

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

- a. The tax invoice raised by the supplier against the services rendered on or after the appointed day must be in compliance of relevant GST Acts, rules & notifications made there-under and should bear the GSTIN 20AAACC7476RHZT of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.
- b. The CGST & SGST, or IGST and GST(Compensation to state tax) , as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL could be able to avail Input tax credit of such CGST & GST or IGST and GST(compensation to state cess) reflected in the invoice.
- c. If CCL fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or

any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice including Interest and penalties, if any, as per GST Act, shall be recovered from the current bills or any other dues of the supplier.

d. The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there-under.

e. Where any differential amount is payable to the service provider on account of revision in price or escalation etc or any other reason in relation to service provided before the appointed date, the Tax Invoice or debit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.

f. Similarly, where any differential amount is recoverable from the service provider on account of downward revision in price or due to any other reason in relation to service provided before the appointed date, the credit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.

g. In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

h. Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.

i. E-way Bill: The a-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the E-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the E-way bill is required to be issued by recipient of goods.

j. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues .Further Earnest Money/Performance Security forfeited will be inclusive of GST.

k. TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of services on or after the appointed day.

l. In reference to relevant tax clause of bid document regarding payment/recovery on account of any new/increase/decrease in tax, the provisions under GST [CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government] shall become applicable in the contract.

m. The bidder shall submit an undertaking that any extra benefit of ITC in future shall also be passed on to CCL.

n. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.

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

21. INTEGRITY PACT: [Applicable for this tender]

The bidder has to upload scanned copy the Integrity Pact (as per Annexure-G of the NIT) & upload the same duly signed with seal of the bidder on each page & signature of the witnesses. The Independent External Monitor nominated for implementation of the Integrity Pact for this tender is:

Name	Address	Contact Number
Shri Devendra Kumar Pathak, IPS (Retd.)	L/G4, Amrapali Sapphire, Sector-45, Noida, UP – 201303	pathak56515@gmail.com
Shri Srinivasan Rangarajan, IRSME (Retd.)	C-1, Rail Nagar, Podanur, Coimbatore – 641023	ramasalperi@gmail.com

22. PURCHASE PREFERENCE: Purchase preference if applicable may be allowed to central public sector undertakings/Government departments/Ancillary Industries/MSE, in line with extant Government of India/Central Vigilance Commission guidelines/procedures/CCL guidelines for Ancillary industries at the time of opening of price bid of the tender.

- A. **PROVISION FOR MICRO AND SMALL ENTERPRISES:** The bidders are to indicate whether or not they are covered under the provision of Micro, Small and Medium enterprises Act' 2006 and registered with the authority of the State Government as micro or small enterprise, in the AFFIDAVIT (enclosed in Annexure 'C').

Any MSE registered with District Industries (DIC) or Khadi & 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 Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME will get the benefits of Public Procurement Policy Order, 2012 and also in line with D.O.No.21(8)/2018-MA of Secretary, Ministry of MSME.

In case bidder is covered under the provisions of Micro and Small Enterprises; they have to upload the Scanned copy (self authenticated & attested by Public Notary) along with other confirmatory documents.

If such bidder fails to upload the requisite documents, their eligibility status will not change, but they will not get any benefit as per the provision of the above Act.

Micro and Small Enterprises (MSEs) registered with District Industries Centers or khadi and village Industries Commission or khadi and village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries Corporation shall be entitled for Purchase Preference if the price quoted by the MSEs is within 15% of L- 1 price (L-1 price means Landed Lowest price) quoted by bidder, for the tendered items for which they are the L-1.

Purchase preference shall be applicable for the 25% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L- 1 price. Out of this 25%, there will be minimum 3% reservation for women owned MSEs.

In case MSEs is the L-1 bidder for an item, order for 100% of the offered quantity shall be placed on MSEs firm.

However, if an MSE owned by SC/ST is within 15% of the L-1 price quoted by the L-1 bidder then 25% quantity shall be ordered on them at L-1 rate, subject to their acceptance.

In case L- 1 bidder is an enterprises other than MSEs then order for 25% of the tendered quantities shall be placed on MSEs firm whose price is within 15% of the L- 1 price and subject to their acceptance of L- 1 price.

In case more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other than MSEs then 25% of the tendered quantities shall be distributed proportionately between participating MSEs on their acceptance of L- 1 price.

In case more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 5% tendered quantities or say 20% of the 25% tendered quantity shall be procured from MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above.

In case of more than one MSEs is owned by SC or ST then 4% tendered quantities or say 20% of the 25% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above. ”

- B. **PROVISION FOR ANCILLARY UNITS:** The facilities / preferences for procurement of materials from the Ancillary units will be as per CCL's Ancillary policy prevailing at the time finalization of tender. The ancillary policy of CCL in respect of distribution of quantity will be followed wherever applicable.

- C. **Provision of Public Procurement (Preference to Make in India Policy)- The provision of public procurement (Preference to Make in India) order 2017 will apply to this tender as detailed in GoI order no. P-45021/2/2017-B.E.-II dated 15th June 2017 for giving preference to "Make in India" Products (Copy Enclosed as Annexure J).** 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.

- 23. NEGOTIATION AND DISTRIBUTION OF ORDERS:** There shall be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation, in order to arrive at an acceptable price.

Wherever the quantity to be ordered is much more than L1 alone can supply, in such case the quantity ordered may be distributed as per the following procedure for procurement for items in respect of which the lowest tenderer has capacity constraint.

a. For Non RC items

When the distribution of quantities in NIT is not pre-disclosed, as the capacity of the L-1 firm may not be known in advance and the quantity to be ordered is far more than what L-1 alone is capable of supplying, L-1 Tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (landed) shall be counter offered to L-2 Tenderer and after their acceptance L-2 Tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 Tenderer, L-4 Tenderer 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.

b. For RC items

~~For the rate contract items where the quantum of purchase is substantial and that the rate contract holders are to supply the materials to multiple location on as and when required basis rate contract other than L1 tenderer may also be considered at L1 price i.e. the L-1 price (Landed) shall be counter offered to the L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 tenderer, L-4 tenderer 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.~~

~~In such eventuality, while considering award of rate contracts to more than one firm, the DDO's shall be intimated the price status of rate contract holders in the tender and shall be instructed that the drawal against rate contract should be in fair, transparent and equitable manner.~~

- 24. LIQUIDATED DAMAGES:** Pl. refer to Clause No. 20 of General Terms & Conditions for supply of stores (Annexure-A).
- 25. RISK PURCHASE:** In the event of failure of the supplier to deliver or despatch 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, the Company 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. It is mentioned clearly in this tender enquiry that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in CCL and also in any other Subsidiary Companies/ Coal India Limited.
- 19. PRICE FALL CLAUSE:** The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
- 26. PRICE CERTIFICATE:** In the event of placement of Supply Order on the lowest tenderer they shall have to submit a price certificate in all their invoices in the following format:-
“It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organization during the period of contract”.
- 27. FORCE MAJEURE:** Pl. refer to Clause No. 21 of General Terms & Conditions for supply of stores (Annexure-A).
- 28. Increase /Decrease of tendered quantity:**

CCL is entitled to increase or decrease the quantities against any/ all the items of the tender by not more than 20% (Twenty Percent) before opening of price bid. The latitude of 20% of tendered quantity will be applied by exception only. Accordingly bidders are to be informed that if the quantity to be ordered is more than the tendered quantity, an attempt should be made to obtain suitable discount with respect to prices from the eligible tenderers generated by the system.

30. CERTIFICATE OF AUDITOR IN CASE OF DOMESTIC MANUFACTURER:-

~~A domestic manufacturer shall be considered as Indigenous Manufacturer, if the equipment manufactured and offered against tender has indigenous material content cost plus labour content cost in excess of 30% (thirty per cent) of Ex works value of the equipment including all taxes and duties. A certificate to the above effect from the auditor of the manufacturer shall be submitted (uploaded & attached) along with techno-commercial bid.~~

31. Placement of Supply Order:

This tender and resultant supply order will be governed by CIL purchase manual / guidelines of CVC, New Delhi/ Govt. of India and extant procedures of CCL issued from time to time

The “General Terms & Conditions” as enclosed in the NIT at Annexure-A shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.

The bidder whose bid has been accepted, will be intimated about placement of supply order on-line and also by registered/speed post by the employer. The scanned copy of the supply order will be uploaded, on the e-procurement portal and the original copy will be sent to the L-1 bidder/s through Registered / Speed Post. The L-1 bidder/s will get the information regarding placement of supply order on their personalised dash-board on-line. The date of receipt of order will be taken as the date on which the scanned copy of Supply Order is uploaded on the e-Procurement portal or 7th day from the date of issue of Supply Order by Registered/Speed Post whichever will be earlier. It will be the responsibility of the firm to download the same from CCL portal.

On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of order. Failure to accept the supply order within the specified period may entail cancellation of supply order and the firm’s performance will be recorded for further dealings with them.

32. Arbitration: (Applicable only in case of orders/contracts to be placed on Public Sector Enterprises/Government Departments)

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the department of public Enterprises to be nominated by secretary to the Govt. of India in-charge of the Deptt. of public Enterprises. The Arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary/Additional Secretary, when so authorized by the law secretary, whose decision shall bind the parties finally and conclusively? The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

- 33.** Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- 34.** The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 35.** The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to accept the tender in part and not in its entirety.
- 36.** Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the supply of store is to be executed.

General Manager (Pur)/HOD

Encl:

Annexure “A” General Terms and Conditions of Supply of Stores

Annexure “B”	Format of Letter of Bid
Annexure “C”	Proforma for Affidavit/undertaking to be submitted by bidder
Annexure “D”	Format for Information to be furnished
Annexure “E”	Format of Bank Guarantee for Security Guarantee
Annexure “F”	Format of Bank Guarantee for Performance Guarantee
Annexure “G”	Integrity Pact
Annexure “H”	Mandate form for Electronic Fund Transfer/Internet Banking payment
Annexure “J”	Provision of Public Procurement (Preference to Make in India Policy)

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**Definition**

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :
 - (i) "Contract" means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
 - (ii) The term "Supplier" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
 - (iii) "Contract Price" shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
 - (iv) The Chairman, means the Chairman of Coal India Limited. The 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 and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
 - (v) The terms "Drawing" shall mean the drawing the plans specified in or annexed the schedule or specifications.
 - (vi) The terms "Purchase Executive" shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
 - (vii) The term the "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.
 - (viii) The term "Progress Officer" shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 - (ix) The term "Materials" shall mean anything used in the manufacture or fabrication of the stores.
 - (x) The term "Particulars" shall mean the following :
 - (a) Specifications;
 - (b) Drawing;
 - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) 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.
 - (f) Proprietary make denoting the product of an individual manufacturers.
 - (g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.
 - (xi) "Stores" means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - (xii) The term "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - (xiii) The term "Site" shall mean 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.
 - (xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - (xv) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - (xvi) "Unit" and "Quality" means the unit and quantity specified in the schedule.
 - (xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to :
 - (i) The consignee at his premises, or
 - (ii) where-so provided the interim consignee at his premises, or
 - (iii) a carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - (iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals whether incorporated or not.
5. Terms and expressions not herein defined 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 and as amended in respect of all the Acts, as the case may be.
6. (a) Parties
The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
- (b) Address to which communication are to be sent
For all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the

supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. **(i)** The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or CIF as specified in the invitation to tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
(ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages(if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. GST shall be shown separately and whether it is CGST, SGST, UTGST or IGST. If no mention is made about GST, it will be assumed to be included in the price quoted.
The prices should be included of GST or GST should be separately mentioned. In case where price is quoted inclusive of GST, the rate of quantum of the same should be separately indicated.
(iii) The price must be stated separately for each item on unit basis.
(iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
(v) The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.
(vi) Tender must invariably be submitted along with illustrated literature giving complete and detailed specification, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
(vii) The tenderers must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period up to which they are likely to last.
(viii) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.
(ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.
(x) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.
8. **(i)** Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.
(ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.
(iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry Number and the last date of opening of tender.
9. **(a) Subletting and Assignment**
The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.
(b) Change in a Firm
 - (i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
 - (ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever to compensation against the purchaser.
 - (iii) If the contract is not determined as provided in the sub-clause (ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.
10. **(a) Consequence of Breach**
Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b)(i) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.
(b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.
11. Use of raw materials secured with Government assistance.
 - (i) Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,
 - (a) shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
 - (b) shall use such material economically and solely for the purpose of the contract.

- (c) shall not dispose of the same without the previous permission in writing of the purchaser; and
 - (d) shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.
- (ii) Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited and/or its subsidiary companies whose decision shall be final.
 - (iii) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
 - (iv) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.
- 12.** The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
- 13.** The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary company.
- 14.** For orders placed directly on overseas suppliers, the tenderers should separately indicated whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include,
- (i) the service that will be rendered by them as manufacturer's agent;
 - (ii) b) the name and address of agents, if any, in India; and
 - (iii) c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.
- 15.** On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
- 16. EARNEST MONEY/SECURITY MONEY :**
- (i) Earnest Money Clause should be stipulated in the tender. The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs.10,00,000/-, whichever is lower. EMD should be submitted online using Axis Bank Aggregator for tenders through www.coalindiatenders.in portal. For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender with the approval of the HOD of MM deptt. or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.
 - (ii) Security Deposit clause should be stipulated in the tender. Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.
The value of Security Money to be deposited by the successful tenderer in the form of Bank Guarantee shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM deptt./Head of the Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.
 - (iii) For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.
 - (iv) If any State/Central Govt. Organisation/PSU firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.

17. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or supply order or any amendment thereto.

(i) **Facilities for Test and Examination**

The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.

- (ii) **Cost of Test**
The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his(suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
- (iii) **Delivery of Stores for Test**
The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- (iv) **Liability for Costs of Laboratory Test**
In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.
- (v) **Method of Testing**
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.
- (vi) **Stores Expended in Test**
Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.
- (vii) **Inspector Final Authority and to Certify Performance**
- (i) The Inspector shall have the power :
Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer;
 - (ii) (ii) To reject any stores submitted as not being in accordance with the particulars.
 - (iii) (iii)To reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory ; and
 - (iv) (iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- (viii) **Consequence of Rejection**
If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to :
- (a) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or
 - (b) Purchase or authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or
 - (c) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause(ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.
- (ix) **Inspectors' Decision as to Rejection Final**
The Inspector's decision as regards the rejection shall be final and binding on the supplier.
- (x) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.
- (xi) **Notification of Result of Inspection**
Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.
- (xii) **Marking of Stores**
The supplier shall, if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.
- (xiii) **Removal of Rejection**
- (a) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
 - (b) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period

aforementioned, the Inspector/Purchaser may either return the same to the supplier at his 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.

(xiv) **Inspection Notes**

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of Inspection notes duly completed, for being attached to the supplier's bill in support thereof.

18. Packing and Transport

- (i) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- (ii) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.
- (iii) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- (iv) Packages must be so marked that identification is made easy. 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'. Weight of each packages will be marked on the package.
- (v) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee, in advance

19. Delivery :

The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

20. In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :

- (i) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- (ii) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –
- (iii) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –
- (iv) 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. GST will be applicable on imposition of LD as per rule.
- (v) To forfeit the security deposit full or in part.
- (vi) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

21. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

22. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

23. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from.

25. Carrying Vessels for Imported Items

In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

26. Freight

The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative routes exist, Coal India Limited and/or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the supplier.

27. Passing of Property

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

28. Laws Governing the Contract

- (i) This contract shall be governed by the Laws of India for the time being in force.
- (ii) 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 which the acceptance of tender or supply order has been issued.
- (iii) Jurisdiction of Courts
- (iv) The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- (v) Marking of Stores
- (vi) The marking of the stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

29. Corrupt Practices

- (i) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on behalf under Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and/or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.
- (ii) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-undertaking by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

30. Insolvency and Breach of Contract

- (i) Coal India Limited and/or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following events, that is to say
If the supplier being an individual or if a firm any partner thereof, shall at any time be adjusted insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.
- (ii) If the supplier being a company is wound up voluntarily by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.
- (iii) If the supplier commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

31. Terms of Payment

- (i) For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, Ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill of Lading, Air Way Bill or Consignment Note is forwarded to the consignee should be quoted on the bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.
- (ii) Payment against the supply orders placed either by the Subsidiary company or by CIL shall be arranged by the Subsidiary Companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than one Subsidiary Co., payment shall be arranged by CIL normally through Letter of Credit.
- (iii) Payment for 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. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.
- (iv) Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL.

(v) Specific payment term may be formulated in accordance with the provisions laid down (as applicable) at Chapter-IX of the Purchase Manual.

32. Progress Reports

(i) 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.

(ii) 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.

33. All disputes arising out of the contract shall be under the jurisdiction of **Ranchi court** only and as per "Law of the land".

(This format is to be downloaded & printed on **LETTER HEAD OF BIDDER without any modification except the filling the required information**)

To
The Tender Committee
MM Department
CCL, Ranchi

Sub: Letter of Bid

Ref: 1. NIT No. : " CCL/MMD/GM(MM)/Assys of Komatsu Loader/031/2019"
2. Tender Id No. : " 2019_CCL_147705_1"
3. Offer Reference No. (Optional) : ""

Dear Sirs,
I/We offer to supply the material as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Supply/Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us for** which **I/we** shall have no claim against CCL.

N.B: The following details as per registration with NIC portals to be furnished:

If the bidder himself is the DSC holder (Furnish following details as per registration with CIL portal):

***Name of the DSC holder:
Designation of DSC holder in the company
Registered/Corporate Address
Correspondence E mail Id:
Contact Number (Landline.....
Mobile No. Fax :***

a. If the physical signatory in Annexure C(affidavit/undertaking) & Annexure G(Integrity Pact- if applicable) uploaded by the DSC holder digitally signing the bid is not the bidder himself (Attach/Upload Power of Attorney or letter of authority to digitally signed the bids on behalf of bidder with letter of Bid)

***Name of the DSC holder:
Login Id/ E mail Id of the DSC holder:
Contact Number of DSC holder (Landline.....
Mobile No of DSC holder.
Name of the person & designation signing the Annexure C & Annexure F
Correspondence E mail Id of the company:
Mobile no. :***

Fax :

**PERFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
AFFIDAVIT (for Indian Bidders)/ ~~Undertaking (for Foreign Bidders only)~~
Non Judicial Stamp Paper (minimum value of Rs.10).
AFFIDAVIT**

I/We, -----, authorized representative of
M/s..... Solemnly declare that:

1. **I/We** am/are submitting Tender for Procurement of Engine Assy, Transmission Assy & Torque- Convertor Assy suitable for Komatsu Wheel Loader Model-WA800-3E0 against NIT No: CCL/MMD/GM(MM)/Assys of Komatsu Loader/031/2019 vide Tender ID: 2019_CCL_147705_1.
2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All scanned copy of documents uploaded by **me / us** in support of the information furnished online by **me / us** towards eligibility are valid and authentic.
4. * **I/We** have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “.....” for a period of year/s, effective from to

5. * We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act’2006 and registered with the authority of the State Government.

OR

We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006

6. **I/We** further confirm that, we are not engaging and will not engage any child labour in any of the activities for which I/we are participating in the tender. In case it is reported & proved that child labour is engaged by me/us, imposition of penalty @ 10% of the contract value & blacklisting of my/our firm by CCL is acceptable.
7. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information furnished online by me / us towards eligibility is found to be fake / incorrect at any time , Central Coalfields Ltd. may cancel my Tender and penal action as deemed fit may be taken against me / .

* Strike out whichever is not applicable

Signature of the Tenderer

Dated.....

Seal of the Tenderer

Signature of Notary

Dated.....

This format is to be downloaded, filled up (Printed) & uploaded digitally signed.

1	<p><u>GST REGISTRATION CERTIFICATE</u> & DOCUMENTS as per Clause 7(K) (1), (2) & (d) as applicable <u>Applicable only for Indian Bidder</u> <i>N.B:- The bidder is required to mention GSTIN in the appropriate cell of BOQ in “Sheet for Domestic Bidder” of BOQ & in Annexure –D</i></p>	<p>*Uploaded/Not uploaded (GSTIN) : Type of GST:</p>
2	<p>GST % rate of quote (Applicable only for Indian Bidder):</p>	<p>GST% rate of quote Item-wise:- Undertaking by the bidder as per clause 7(K) (d) of the NIT. I/We,....., authorized representative of M/s..... solemnly declare that: (1). That the prices quoted are after taking into account the input tax credit we will be availing on the raw material and finished products used in the manufacturing of the tendered /quoted items. (2) That any extra benefit of input tax credit in future shall also be passed on to the recipient (CCL) unconditionally. (3). That we will comply with all obligations of Seller including that of Anti Profiteering Clause (clause 171) of GST Act. Sign and Seal of bidder</p>
3a	<p>Details of location of works (Complete address and Phone nos.)-</p>	
3b	<p>Details of location from where the materials are supplied. (Complete address and Phone nos.)</p>	
3c	<p>Country of Origin of the offered materials.</p>	
3d	<p>Details of locations from where After Sales Service is provided. If applicable. (Complete address and Phone nos.)</p>	
	<p>In case quoted on “FOB Delivery Port basis”, furnish following details if applicable</p>	<p>*Applicable/Not Applicable</p>
3f	<p>i. Currency in which rate has been quoted. ii. Name and contact details of the Indian Agent, if any iii. Beneficiary Bank Account Details for opening of LC iv. In case Indian Agent is involved ,Rate of Agency Commission (%age) if any, which will be paid in Indian currency only :</p>	<p>i..... ii..... iii..... iv.....</p>
4	<p>MSEs to provide UAM (Udyog Aadhar Memorandum) (All pages of UAM to be uploaded by the MSE bidder) (Mandatory to avail benefits as per PP policy of MSE’s order 2012.)</p>	
5	<p>If any other charges, taxes, cess is quoted in BOQ, the details of the same may be given.</p>	

*** Strike out whichever is not applicable.**

ANNEXURE-E

**Format of Bank Guarantee to be furnished by the Suppliers duly executed by their Bankers
(For Security Deposit)**

-----**(Name and address of the Purchaser Company)**

**Ref:- Bank Guarantee in respect of Agreement dated -----day of-----20 dated -----
----- between -----(Name of Purchaser Company) and -----
----- (Name of Supplier Company)**

Messers.....a Company/Firm having called the Contractor has entered in to an agreement with -----
----(Name of the Purchaser Company) 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 -----having its office at -----has at the request of the Contractor agreed to give the guarantee as herein after contained.

(We----- (hereinafter called the Bank) do hereby Name of the Bank unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms of the said agreement regarding repayment of the said sum of Rs -----or any of them including the terms for payment of interest for delay in deliveries or shall commit any breach of its 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 or compel the Bank to pay the same or calling on the company to compel such payments by the Contractor.

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

We, the Bank further agree that the guarantee shall come in to 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 may demand. This agreement shall remain in force until the dues of the company in respect of the said sum Rs ----- and interest are fully satisfied and the company certified that the agreement regarding repayment if the said sum of Rs ----- has been fully carried out by the contractor and discharges the guarantee.

The Bank further agree 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 be vary and the terms and conditions of the agreement or to extend the time for performance of the said agreement from the time to time or respond for any time or from time to time any of the powers exercisable by the Company against the contractor and the forbearer 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 and forbearance act or omission on the part of the company or any indulgence by the company to the contractor buy 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 contractor,

The Bank further agree that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above that 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 said advance of Rs -----and as the company may require.

Now, withstanding anything herein contained the liability of the bank under this guarantee is restricted to Rs----- only the guarantee shall remain in force till the ----- day of ----- and 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 proceeding clause.

This Bank Guarantee will not be discharged due to the change in the constitution of Bank or Contractor.

This Bank has under its constitution power to give their guarantee and----- who has signed it on behalf of the Bank has authority to do so.

Name of the Person

Signature of authorized person

For and behalf of the Bank

Dated-----this-----day of -----20

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

Messers _____, a company having its office at _____ (hereinafter, called the seller) has entered into a contract No. _____ dated. _____ (hereinafter called the said contract) with Central coalfields Limited (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said Contract.

1. It has been agreed that hundred percent (100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. _____ equivalent to 10% value of the stores/materials supplied by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract.

The _____ Bank having its office at _____ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller 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 Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We, _____ Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect, during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date to be given) _____ and unless the guarantee is renewed or a claim is preferred against the Bank within _____ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank Limited, further agree with the purchaser, that the purchaser, shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason _____ of _____ any _____ such _____ variation

~~or extension being granted to the said seller or for any forbearance, act or omission on the part of the purchaser, or any indulgence by the purchaser, to the seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.~~

~~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 purchaser the said sum of Rs. _____ (specify the amount) or such lesser sum as may then be due to the purchaser and as the purchaser may demand.~~

~~5. We, _____ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.~~

~~6. The Bank has under its constitution, power to give this guarantee and Mr. _____ Manager, who has signed it on behalf of the Bank has authority to do so.~~

~~This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.~~

~~Dated _____ day of _____ for _____
_____ Bank Limited~~

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

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____day of the month of _____20__, between , on one hand, Central Coalfields Limited acting through Shri , Designation of the officer, Ministry/ Department , Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER /Seller" which expression shall man and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

WHEREAS the BIDDER is a private company/ Public company/ Government Undertaking/ Partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing in the name of Central Coalfields Limited, having its Hqrs. at Ranchi, Jharkhand.

NOW, THEREFORE,

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

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

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

Then parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER, which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post – contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDEs shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the Officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's 'exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)** : As per NIT document.

6. Sanctions for Violations:

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance Bank guarantee and performance bond warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purpose of this Pact.

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the Project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub contractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of jurisdiction:

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

11. Other Legal Actions

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

12. Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case, the BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ----- on -----

BUYER
Name of the Officer

BIDDER
Signature with Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

E-Payment
(To be returned to the company)

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

Dear Sir,

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

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

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

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

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

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

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

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

BANK CERTIFICATION

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

(Authorized signatory)

Authorization No:

Name:

Date

Official stamp

Signature of Authorized official from the Banks).

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017

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

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

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

Now therefore the following Order is issued :

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

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

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

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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

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

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to 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 local supplier fails to match the L1 price, the 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.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

J. Specifications in Tenders and other procurement solicitations

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

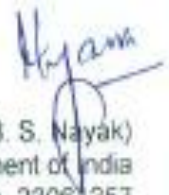
A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department of Industrial Policy and Promotion—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DIPP)—Member-Convenor

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

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257