

	<p>Central Coalfields Limited (A Subsidiary of Coal India Limited) Central Hospital, Ramgarh Ramgarh-829122 (Jharkhand), India Website : www.centralcoalfields.in Online bidding website : www.coalindiatenders.in</p> 	
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Tender Ref.No.: CCL / CHR/ Kitchen/RC/ Perishable Items/2025/001

Date: 05.05.2025

E-Tender Notice
Advertised /Open (Domestic)e-Tender

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> from the eligible bidders 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.
2. The tender document shall be available on the website of, Central Public Procurement Portal (www.eprocure.gov.in) and CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such tender document shall be considered valid for participating in the online tender on CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>).
3. There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.

4. **Details of Tender:**

TYPE OF TENDER	Single Stage Two Envelope (Bid) System	COVER-I – Techno-commercial Bid COVER-II – Price Bid (BOQ)		
Description of Item		Estimated/ Indent Value (In ₹.)	Earnest Money (In ₹.)	Delivery Period (In Days)
Conclusion of rate contract for 2 years for supply of “Perishable items” to Central Hospital, Ramgarh.		48,90,050.00	97801.00	730 Days

5. **Time Schedule of Tender :**

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	05.05.2025	17:00Hrs
b.	Document download start date	06.05.2025	11:00Hrs
c.	Start date for seeking Clarification on-line	06.05.2025	11:00Hrs
d.	Bid Submission start date	06.05.2025	11:00Hrs
e.	Last date for seeking Clarification on-line	13.05.2025	11:00Hrs
f.	Document download end date	28.05.2025	11:00Hrs
g.	Bid submission end date	28.05.2025	11:00Hrs
h.	Date of Bid Opening	29.05.2025	11:00Hrs

Special Note:

If the number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the tender will be automatically extended for a period of four days (i.e for once only). If even after auto extension of four days, if no offers are received, the tender shall be cancelled.

- Last Date of submission of Bid-Online [ending at 11:00 Hrs]
- Bid Opening date[opening at 11:00 Hrs]

If any of the above extended dates falls on Holiday or a “bundh”, i.e. a non-working day as defined in the e-Procurement Portal then the same shall be re-scheduled to the next working day.

6. **Clarification of Bid:** 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 period for seeking clarification by bidder will be up to 15 (fifteen) days before the end date of bid submission. The replies to clarifications sought by bidders shall be given at least 7 (seven) days before the end date of bid submission.

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

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

8. **Persons to contact:**

Contact details of Tender Inviting Authority:

Name	Designation	Mobile Number	e-Mail ID:
Dr. Amit Kumar	MS/Diet In-charge	9431353724	amit.kr4737@coalindia.in

9. It is certified that the tender documents comply with Public Procurement (Preference to Make in India) Order, 2017 and Public Procurement Policy for MSEs Order, 2012, as amended and incorporated in CIL purchase manual 2020.

10. **Summary of Section: IV – Special Conditions of Contract (SCC)** (For details please refer Section-IV)
The following Special Conditions of Contract (SCC) shall supplement Section: II, Instructions to Bidders (ITB), Section: III, General Conditions of Contract (GCC) and Section VI: Techno-Commercial Section (TCS). Whenever there is a conflict, **the provisions contained herein shall prevail** over those in Section: II, (ITB), Section: III, (GCC) and Section VI: (TCS).

Clauses of Section: II (ITB), Section: III (GCC) & Section VI: (TCS) listed below include a possibility for variations in their provisions through SCC. There may also be other clauses in SCC which are completely new.

SN	Clause No.	Topic (w.r.t. Tender Value)	SCC Provision
1	ITB / (B) Cl. 7.3	Reserved for 'Class-I local supplier' and 'Class-II local supplier' only	Applicable / NOT Applicable
2	ITB / (C) Cl. 4.2 & GCC Cl. 14.2	Input Tax Credit	Applicable / NOT Applicable (As per Govt. guidelines)
3	ITB / (C) Cl. 10 & GCC Cl. 10	Delivery Schedule	a) For Foreign Bidder: (In case of direct import) — The materials should be delivered within 60 days from the date of opening of Letter of Credit on FOB basis
		Erection, Commissioning	Applicable / NOT Applicable

Section – I (IFB)

		&Performance Testing	(It must be completed within the last date of Delivery)
4	ITB / (C) Cl. 10.1	Qualifying Criteria	The bidder should be in a position to supply <u>at least 50% / 25% of the total quantity</u> for which the tender has been issued, within the specified delivery schedule
5	ITB / (C) Cl. 11 & GCC Cl. 13	Guarantee / Warranty	Applicable / NOT Applicable.
6	ITB / (D) Cl. 2 (B)	Shortfall Documents	Will be sought (one chance shall be provided)
7	ITB / (E) Cl. 3 & GCC Cl. 06	Security Deposit	Applicable
8	ITB / (E) Cl. 4 & GCC Cl. 07	Performance Guarantee	Applicable / NOT Applicable
9	ITB / (E) Cl. 5 A/B & GCC Cl. 08	Pre-dispatch Inspection	Applicable / NOT Applicable
		Final Inspection	Applicable / NOT Applicable Final inspection of materials shall be carried out at the consignee's end by Diet In-charge, Central Hospital, Ramgarh before acceptance of materials
10	ITB / (E) Cl. 6 & GCC Cl. 14	Payment Terms	100% payment shall be made through e-Payment within 21 days from the date of completion of supply
11	ITB / (E) Cl. 9	Option Clause (For Consumables/Spares)	Applicable / NOT Applicable (For Capital Items)
12	ITB / (E) Cl. 10	Integrity Pact (For Rs. 2 Crore & Above)	Applicable / NOT Applicable (For Below Rs. 2 Crore)
13	TCS Cl. 2 (i)	Similar Item Definition	As per technical deptt. (For details refer Sec VI (TCS) Cl. No. 2 (i))
14	TCS Cl. 3	Relaxation to Startups (which are Non-MSEs)	Applicable / NOT Applicable (For Non-MSE Startups)
15	TCS Cl. 4 (D)	Technical Documents List	As per Section – VI (TCS) Clause No. 4 (D)

- **For and on behalf of Central Coalfields Limited**

MS/ Diet In-charge
C. H. Ramgarh

SECTION: II – Instructions to Bidders (ITB)

(A) Introduction:

1. Requirements for participation in e-tenders:

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

- a) PC with internet connectivity. It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, CCL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Online Enrollment/Registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped / registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Bidder's claiming purchase preference under Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall register in the e-procurement portal as privileged/preferential category bidder before submitting their bid.
- d) Class-II or Class-III Digital Signature Certificate (DSC).

2. Digital Signature Certificate (DSC):

Bidders may obtain Digital Signature Certificate (DSC) from any Certifying Authority 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.

3. Undertaking by the Bidder (User Portal Agreement): The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions including corrigendum, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished in its offer on-line in order to become an eligible bidder and if the same is found to be wrong or misleading at any stage, they will be liable for punitive action. No conditional bid shall be accepted.

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

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

6. Cartel Formation/Pool Rates: This tender is also governed by Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007 & amended from time to time. Strict action as per the above act shall be taken against the bidders indulging in such practices, as per the relevant guidelines and CIL Purchase Manual.

7. Help for participating in e-tender:

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the help-desk. All queries will be answered in English / Hindi only

8. Communication:

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

9. Conflict of interest among Bidders/ Agents:

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

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy /financial stake from any of them; or
- c) They have the same legal representative/ agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in the bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/ assemblies from one bidding manufacturer in more than one bid.
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on their behalf; and
 2. Indian/foreign agent on behalf of only one principal.
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business.

10. CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP): The supplier shall observe the highest standard of ethics while competing for and during execution of contracts.

10.1 In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

- i. "**Corrupt Practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. "**Fraudulent Practice**" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- iii. "**Anti-competitive Practice**" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels;
- iv. "**Coercive Practice**" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- v. "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - vi. "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.
- 10.2 The suppliers, are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Any bidder must declare any previous transgressions of such a code of integrity with any entity, in any country, during the last three years, or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity, and would attract suitable penal action as deemed fit.
11. 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.
12. CCL/CIL reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
13. CCL/CIL reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
14. CCL/CIL 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, without thereby incurring any liability to the affected bidder or bidders.
15. 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 Ramgarh Court.
16. **Resolution of Dispute between CPSE & Govt. Dept. through AMRCD:** In the event of any dispute or difference relating to the interpretation and application of the provisions commercial contract (s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 Dated: 22.05.2018
17. It is certified that the tender documents comply with Public Procurement (Preference to Make in India) Order, 2017 and Public Procurement Policy for MSEs Order, 2012, as amended till date and incorporated in CIL purchase manual
18. This tender and resultant supply order will be governed by CIL purchase manual and extant procedures of CCL/CIL issued from time to time.

(B) Eligibility Of Bidders

1. **Qualification Criteria:** Bidders are requested to refer **Section VI: (TCS)**
2. **Proven-ness Criteria:** Bidders are requested to refer **Section VI: (TCS)**
3. **GST Registration Certificate:** All Bidders shall possess GST Registration Certificate and submit GST invoice for goods unless the bidder is exempted or opted for Composition scheme as per relevant provision of GST Act 2017.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of **Yes/No** that the bidder is either possessing the GST Registration or Exemption document or Composition scheme documents for GST

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

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

5. **Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate:** The bidder as well as the manufacturer (if bidder is not the manufacturer) would give a declaration that they have not been banned or de-listed or Debarred or put on holiday by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying the bidder. If this declaration is not given, the bid will be rejected as non-responsive. In case bidder has been banned or de-listed or Debarred or put on holiday by any Government or quasi-Government agencies or PSUs, in addition to the declaration regarding banning, they shall have to upload a copy of banning or de-listing or debarring or put on holiday letter issued by concerned Government or quasi-Government agencies or PSUs to them, in the other eligibility criteria under cover 1 documents.

Other / Additional Eligibility Criteria shall be applicable as mentioned in the relevant clauses of this NIT

6. **Relaxation of Norms for Start-ups and Micro & Small Enterprises:** Please refer **Section VI: (TCS)**

*Bidders are requested to refer **Section IV: (SCC)** for Availability/Non-Availability of relaxation against prior Experience-Prior Turnover criteria to **Startups(which are Non-MSEs)** for this particular Tender.*

7. **Purchase Preference to MSE & Ancillary units:**

The facilities / preferences for procurement of materials from the Ancillary units, Startups and Micro / Small Enterprises (MSE) shall be extended as per CIL Purchase Manual.

Please note that the share of women entrepreneur shall be 3% of 25% reserved for MSE's and that for SC/ST shall be 4% of 25% reserved for MSE as per the latest Public Procurement guidelines.

- 7.1 **In terms of the above said policy, purchase preference shall be given to MSEs in the following manner:**

- 1) In tender, participating MSEs quoting price within price band of L1 + 15% shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation

where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25% of total tendered value.

- 2) In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity). Subsequently, it has been clarified by the Ministry of MSME, that in case two or more MSEs are within L1 + 15%, all such vendors need to be given an opportunity to accept L1 price and shall share the 25% of the ordered value equally.
- 3) It is clarified that if L1 price is quoted by an MSE, then the MSE who quotes L1 price will get the opportunity for full supply. However, if there are ancillary units within L 1 + 15% price band, then 25% quantity shall be distributed among them at L1 price.
- 4) Further, in case of non-divisible tenders, an MSE quoting in the price band of L1 +15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L1 by the MSE concerned.
- 5) Where any Aggregator, appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- 6) This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

Note: Startups (which are Non-MSEs) are not eligible for purchase preference

7.2 Purchase preference shall be given to Ancillary's in the following manner:

- 1) The participating ancillary units within the price band of L1 + 15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 25% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).
- 2) If in a tender, L1 price is quoted by an ancillary unit, then the ancillary who quoted L1 price will get the opportunity for full supply. However, if there are MSEs within L1 +15% price band, then 25% tender quantity shall be awarded to them subject to their matching L1 price.

7.3 Policy regarding Public Procurement (Preference to “Make in India” order 2017):

(Estimated Procurement value less than INR 50 Lakhs, are Reserved for Make in India)

7.3.1 Under 'Make in India' policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dt.15.06.2017 (subsequently revised vide orders dated 28.05.2018 and 29.05.2019), Order No:P-45021/2/2017-PP(BE-II) Dated 04-June-2020 & order no P—45021/2/2017-PP(BE-II) Dated 16-Sept-2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry. This is a case of procurement from OEM/OES/OPM only and shall be regulated as per offer order No. CIL/C2D/purchase Manual/2020/2044 dt. 11/11/2020.

7.3.2 Eligibility of 'Class-I Local Supplier'/ 'Class-II Local Supplier'/ 'Non-Local Suppliers' for different types of procurement

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b) In procurement of all goods, services or works, not covered by sub-para 7.3.2 (a) above, and with

estimated value of purchases less than Rs.200 Crore, Global tender enquiry shall not be issued except with the approval of competent authority. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

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

7.3.3 In terms of the above said policy, purchase preference shall be given to “Class-I Local supplier” in all procurements undertaken by procuring entities in the following manner:

- a) In the procurements of goods or works, which are covered by para 7.3.2 (b) above and which are divisible in nature, the 'Class-I Local supplier' shall get purchase preference over 'Class-II Local supplier' as well as 'Non-local supplier', as per following procedure:
- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii) If L-1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L-1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- b) In the procurements of goods or works, which are covered by para 7.3.2 (b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is 'Class-I local supplier', the contract will be awarded to L-1.
 - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.

- c) "Class-II local supplier" will not get purchase preference.

7.3.4 The definitions of 'Local Content', 'Class-I Local Supplier', 'Class-II Local Supplier', 'Non-Local Supplier', 'L-1', 'Margin of Purchase Preference', 'Nodal Ministry', 'Procurement Entity' and 'Works' are as follows:-

- A. '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.
- B. 'Class-I Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.
- C. 'Class-II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20%.
- D. 'Non - Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for class-II local supplier.
- E. 'L 1' 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.
- F. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.. The margin of purchase preference is 20%.
- G. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- H. '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.
- I. 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.

7.3.5 Verification of local content :

- a) The **"Class-I Local Supplier/Class-II Local supplier"** at the time of tender, bidding or solicitation shall be required to 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 **Class-I Local Supplier/Class-II Local supplier** shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The Certificate should mandatorily be with UDIN.

- c) CIL/Subsidiary Companies may constitute committees with internal and external experts for independent verification of auditor's/ accountant's certificates on random basis and in the case of complaints.
- d) False declarations will attract banning of business of the bidder or its successor(s) for a period of up to three years as per clause-6.13.4 of ***CIL purchase manual***, along with such other actions as may be permissible under law.
- e) A “***Class-I Local Supplier/Class-II Local supplier***” who has been debarred by any procuring entity for violation of above order dated 16-09-2020 shall not be eligible for preference under above Order dated 16-09-2020 for procurement by any other procuring entity for the duration of 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.

7.3.6 Procedure for award in case of participation of MSE ,Class-I local supplier against the same tender, where L1 bidder is a Class-II local supplier among all the techno-commercially acceptable bidders:

For all goods proposed to be procured, among all techno-commercially qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.

For qualifying for purchase preference - under "Make in India", a Class – I local supplier has to quote within 20% of L1 price and MSE bidder has to quote within 15% of L1 price.

The actual distribution shall be done depending upon the status of the bidders against the tender following the revised Policy to provide Preference to Make in India in Public Procurement, Order 2017 [i.e as per office order P-45021/2/2017-PP (BE-II) dt.04.06.2020 of Ministry of Commerce and Industry, Department of promotion of Industry and internal trade] & Public Procurement Policy for MSEs Order, 2012 & subsequent amendment vide Gazette order dated 9th November 2018 and the decision of CCL shall be final and binding on the bidders w.r.t distribution of order quantity .

Note: NLS (Non Local Suppliers) bidders are not allowed to submit their offer in domestic tenders in line with order no:P-45021/2/2017-PP (BE-II) dt.04.06.2020& order no P—45021/2/2017-PP(BE-II) Dated 16-Sept-2020 of Ministry of Commerce and Industry, Department of promotion of Industry and internal trade .

Special Note:Bidder’s claiming purchase preference under Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall register in the e-Procurement portal as privileged / preferential category bidder before submitting their bid.

The bidders who are eligible for purchase preference for being an MSE / 'Make in India' bidder / Domestically Manufactured Electronic Products bidder/ Ancillary units should enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder Enrollment". The necessary documents in support of the eligibility for purchase preference should also be uploaded against the specified tender to avail the benefits of Public Procurement Policy Order, 2012

To avail the facilities/Preferences the Ancillary Unit, startup and Micro / Small Enterprises (MSE) will have to upload the required documents (attested by Public Notary) as specified in the NIT to confirm their eligibility.

7.4 Restrictions on Public Procurement from certain countries: As per OM No:6/18/2019-PPD Dated 23-07-2020 amending rule 144 of GFR, Order(public procurement No1) dated 23-07-2020, Order(Public procurement No 2) dated 23-07-2020:

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

Explanation

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

In view of above, all the bidders shall submit a tender specific certificate (**as per Annexure – E-4**)

Note: (While filling **Annexure – E-4**, the bidder must follow the below mentioned guidelines)

- a) Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this certificate".
- b) This Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects as per Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- c) Validity of registration with the competent authority should be valid at the time of submission of bids and at the time of acceptance of bids.
- d) If tender specific certificate as above uploaded by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination, and further legal action in accordance with the law.

7.5 Reciprocity clause: Entities of Countries which have been identified by the nodal Ministry/Department as not allowing Indian Companies to participate in their Government Procurement for any item related to that nodal ministry shall not be allowed to participate in Government Procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation

(C) Preparation and Submission of Bid

1. **Language of Bid:** All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorized signatory of the bidder, as a token of authentication of the same.
2. **Submission of Bid :** 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 themselves or their duly authorized person.

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

2.1 Letter of Bid (LOB): The Letter of Bid (LOB) shall be treated as covering letter of the bidder for their submitted bid. The LOB shall preferably be printed on Bidder's Letter Head (duly filled in, signed & stamped with the seal of the bidder) as per format available at **AnnexureL**. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format available at AnnexureL and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format available at AnnexureL, then the bid may be liable for rejection.

2.2 LOB Signatory: The Letter of Bid (LOB) must be signed by a competent person having "Authority" to submit bid on behalf of the bidder and to enter into legal contract with the tenderer. The "Authority" documents should be valid on the date of submission of the bid.

A) The LOB signatory must submit any one of the following documents to establish that he/she has the "Authority" to submit bid on behalf of the bidder firm :		
SN	Capacity of the LOB Signatory	Documents acceptable to establish "Authority" (Self Attested)
1	Proprietor (In Proprietary Firms)	1. Affidavit / Self certificate confirming him/her as the Proprietor AND 2. Any other statutory documents indicating the name of LOB signatory as Proprietor, like GST Regd. Certificate etc.
2	Partner (In Partnership Firms)	Partnership Deed of the Firm indicating the name of LOB signatory as Partner of the firm OR Any other statutory documents indicating the name of LOB signatory as Partner of the firm
3	Accredited Representative (viz. CMD, MD, Directors etc.) (In Private Ltd. companies, Public Ltd. companies and any other type of firms)	Article of Association and Memorandum of Association of the firm indicating the name of LOB signatory as Authority OR Board Resolution of the firm authorizing the LOB signatory as Authority OR Any other statutory document authorizing the LOB signatory as Authority

B)	If the competent person having “Authority” to submit bid on behalf of the bidder does not sign the Letter of Bid (LOB) and if he/she has authority to authorize other person, then he/she can authorize any other person (i.e. Representative of Authority) to sign the LOB on behalf of the bidder firm. The LOB signatory must submit the following documents as “ Representative of Authority”:	
4	<u>Legal Attorney</u> OR <u>Accredited Representative</u> (Representative of Authority) (In all type of firms)	Below mentioned documents at Sl. 1 & 2 (Self Attested) 1. Any one of the documents of “Authority” specified at point 1, 2 & 3 in the Table ‘A’ above AND 2.(i) Authorization Letter on the letter head of the bidder with seal and signature of the “Authority” issued in name of Accredited Representative (i.e. LOB signatory) OR 2.(ii) Power of Attorney issued by “Authority” in the name of Accredited Representative (i.e. LOB signatory)

Above documents are to be uploaded along with Letter of Bid (LOB) in the link provided in the e-procurement portal under Cover-I.

2.3 DSC Holder: The DSC holder shall comply with the following conditions:

- a) The person who has signed the Letter of Bid (LOB) physically should normally bid online while submitting the offer, with their own DSC mapped in the name of the bidder Firm. In such case the LOB signatory will upload a self-certificate to this effect as per Format-1 of the Annexure D.
- b) In case, the LOB signatory does not upload the bid with their own DSC, and has authorized another person to bid online, then an authorization given by LOB signatory in favor of the person, with whose DSC the bid will be uploaded (as per Format-2 of the Annexure D) along with seal and signature of the LOB signatory on the letter head of the bidder Firm.
- a) One DSC Holder can upload only one bid against the tender. Any single person/firm having more than one DSC will be permitted to upload only one bid against the tender. In case any single person/firm uploads two or more bids under single / separate DSCs, all the bids uploaded by him/ the firm against this NIT, will be considered as non-responsive.

3. Earnest Money Deposit

3.1 Submission of EMD

The value of Earnest Money to be deposited by the tenderer is specified in the NIT. Specified amount of EMD shall be submitted online through payment gateway provided at NIC Portal during online submission of bid.

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

3.2 Exemption from Submission of EMD

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

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

b) ~~OEM/OES are also exempted from submission of EMD.~~

Note:

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

3.3 Refund of EMD

- EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.
- In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.
- If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.
- The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit from the bidder.

- If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment. For all such e-Payments, bidder will have to submit Mandate Form as per **[Annexure-XVIII], Sample Form.**

3.4 Forfeiture of EMD - The EMD shall be forfeited in the following cases:

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

4. Methodology for online Submission of Bids

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

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

- (I) **Technical Parameter Sheet with Commercial Parameter Sheet (TPS-CPS.xls):** This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder must upload the same Excel file during Bid submission. The Technical Parameter cum Commercial Parameter Excel file shall contain the following **Two** sheets:
- a) **Commercial Parameter Sheet (CPS) -** The Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same. **Note: Bidders should fill Commercial Parameter Sheet (CPS) first and then Technical Parameter Sheet (TPS-BoQ1) thereafter.**
 - b) **Technical Parameter Sheet (TPS-BoQ1) -** The Technical Parameter Sheet containing the technical specification parameters for each tendered item is in Excel format. Non-compliance of any of the parameter of specification for any of the item will disqualify the bidder for that item.

The Technical Parameter Sheet (TPS-BoQ1) & Commercial Parameter Sheet (CPS) which is incomplete and not submitted as per instruction given will be rejected by the system. In case of non-compliance of any of the parameter/ terms in these sheets shall result in rejection of the bid during the process of automatic evaluation by the system and such bids shall not be considered for opening of Price Bids.

Submission of Forged/Tampered Documents: The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility. CCL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CCL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to CCL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect/forged/tampered in any way, the total responsibility shall lie with the bidder and CCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CCL for future tenders. The penal action may include termination of contract / forfeiture of all dues including

EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

5. Modification and Withdrawal of Bid:

- a) Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as they may wish before the deadline of submission of tender.
- b) No bid can be modified after the deadline for submission of bids.
- c) Bidders may withdraw their bids online within the last date and time of bid submission.
- d) No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder.
- e) If the bidder withdrawing their bid is other than L1, the tender process shall go on.
- f) If the bidder withdrawing their bid is L-1 bidder, then re-tender will be done for the items in which this bidder was L1.

6. Bid Validity: The validity period of the tenders shall be **120 (one hundred twenty)** days from the date of opening of bid.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel their tender or alter the tender or any terms/conditions thereof without consent in writing of the CCL/CIL. In case the tenderer violates to abide by this, CCL/CIL will be entitled to take action as per clause No.6 of this section (Modification and Withdrawal of Bid).

7. PRICES:

A. For Domestic Bidders

Prices quoted must be FIRM till delivery; otherwise the offer will be rejected.

The bidder will be responsible for safe arrival of materials to the destination points as mentioned above. However, the unloading and stacking of materials will be the responsibility of the consignee.

The bidders should quote their unit rate on Free Delivery at site basis in a specified format containing the breakup of freight, insurance, packing & forwarding and applicable taxes and duties as per the requirement of BOQ (BoQ1 Sheet) i.e. in percentage or absolute value.

The rate quoted by the bidder shall be exclusive of CGST & SGST or IGST, GST (Compensation to state) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST, GST (Compensation to state) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder is exempted or opted for composition scheme, under GST Act 2017, no tax under GST shall be charged by him.

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 taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in the manner detailed above.

In BOQ for deciding L1 status, in case of unregistered bidders under GST act and bidders who opted for composition scheme, the rate of GST will be taken as zero. However if the bidder is an unregistered bidder i.e. (exempt from registration under GST) causing CCL liable to deposit tax under reverse charges, the CGST & SGST, as applicable and payable by CCL under reverse charge, shall be added separately to cost while ascertaining the landed price.

In case CCL is eligible for Input Tax Credit, the amount of CGST & SGST or IGST, GST (Compensation to state) cess will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

8. Taxes and Duties:

The Tax Invoice raised by the supplier must be in compliance of relevant GST acts, rules & notifications made there under and should bear the CCL's GST Registration no. 20AAACC7476RHZT. The rate and amount of CGST, SGST, IGST and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice for each item of supply. In case the bidder has opted for composition levy, the Bill of supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made there under.

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 return of GST, (i.e. payment of CGST & SGST or IGST 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 shall be recovered from the current bills or any other dues of the supplier.

Circular No 17 of 2020 of CBDT, Ministry of Finance(MoF),Gol :In terms of the said circular ,Tax Collected at source(TCS) is collectible by the supplier at specified rates under sec 206C(1H) on specified class of goods supplied .The TCS so collected by the seller should be available as tax credit in 26 AS to CCL and the supplier has to submit TCS certificate in the prescribed format i.e., Form 27D.

If CCL fails to claim the equivalent as tax credit of any amount deducted as TCS, due to any reason attributable to the deductor of Tax/supplier, the same would be recovered by CCL from the supplier.

PAN of CCL is **AAACC7476R**

Note :

If the Bidder offers spares/consumables on Free of Cost (FoC) basis. The tax liability if any on the items being offered on (FoC) Free of Cost basis, shall be of the bidder.

Denial Clause (DC)

In case of delay in supply, where delivery period is extended, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation clause.

Regarding increase in statutory taxes and duties during the extended period, the same may be admissible provided the buyer gets 100% input credit for those taxes and duties; otherwise increase in statutory taxes and duties are not to be paid to the seller. However, decrease in statutory taxes and duties is to be availed by the buyer.

GST on Liquidated Damages deducted against supplies / services and EMD / Security Deposit / Performance Guarantee forfeited against tenders / supplies shall be borne by bidder / supplier.

9. Delivery Schedule:

The Delivery period and Installation / Commissioning period shall be as per **Section IV (SCC)**.

13. Materials should be delivered on daily basis as per supply order placed by the. Kitchen In-charge, Central Hospital, Ramgarh, CCL, Ramgarh Cantt- 829122 (Jharkhand) everyday between 6.00 AM to 7.00 AM (or as & when required basis)on FOR Destination.

Delivery of material is essential for this contract. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms and conditions of the contract after approval of stores by the Inspector at the consignee's premises.

Date of receipt shall be reckoned as the date on which the scanned copy of the order is uploaded in the website or seven days from the date of order, whichever is earlier.

.....
Note: 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.

10.1 Qualifying Criteria: The Qualifying Criteria for minimum quantity, which can be offered, shall be as per **Section IV: (SCC)**.

Wherever phased delivery schedule is specified in tender and bidder does not offer full quantity, then bidder will be required to supply proportionate quantity in each phase.

Please note that the offers not complying with the above delivery requirement shall be considered unresponsive.

10.2 Distribution of Order: L-1 bidder 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 bidder and after their acceptance L-2 bidder shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 bidder, L-4 bidder and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

~~**10.3 Grace Period:** A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities will make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.~~

~~The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for offering stores for inspection (in cases of predispach inspections) which should be made within the original delivery period or the re-fixed date of delivery.~~

~~If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.~~

~~The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.~~

~~In case of phased delivery, the grace period will be applicable to each phase separately, within the original Contract Delivery Period / Re-fixed Delivery Period.~~

10. Guarantee/Warranty:

The Guarantee/Warranty period shall be as per **Section III (GCC) clause no: 13&Section IV (SCC)**

- 11. Cost of Bidding:** The bidder shall bear all costs associated with the preparation and online submission of bid, and Central Coalfields Limited (CCL) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 12. Currencies of Bid:** The bidder must quote their unit rates in Indian Rupees only.

(D) Bid Opening and Evaluation

1. Opening of Bid:

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

2. Tender evaluation:

A) Techno-Commercial Evaluation:

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

B) Shortfall Documents:

i. Duration / Time Limit for submission of Shortfall Documents:

In case some deficiency is found in the uploaded documents by L-1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **07 days (07 x 24 hours) time** for online re-submission by L-1 bidder.

The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory / shortfall document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 07 days.

The bidder should respond within the above specified time and if the bidder does not comply or respond till the above specified time, their bid/offer will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

ii. Clarification of Bids/Shortfall/Confirmatory Documents

- a) **The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.** (Example: if the Permanent Account Number, registration with sales tax/ VAT/ GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order can be asked for and considered. **However, no new supply order shall be asked for so as to qualify the bidder. Similarly tender specific authorization documents must be pre-existing at the time of tender opening.**
- b) Bidders are hereby advised that all correspondence with them during the pre-contract stage shall be without any commitment whatsoever, at this stage
- c) The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.
- C) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D) If the techno-commercial acceptability of L1 bidder is established upon verification of uploaded documents & shortfall documents (if any), the case shall be considered for award of Contract to eligible L1 bidder subject to acceptability of offered prices. If the L1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents shall be obtained if required (as detailed earlier). This process shall continue sequentially till techno-commercially acceptable L1 bidder is established.

Note:

- a. The submission of forged documents if any by the bidder shall be dealt as per extant guidelines of the Purchase Manual.
- b. In case none of the bidder comply the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).

- c. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents, preferably in 200 DPI wherever specified in this Tender

Bidders are informed that any clarification sought under above clauses is without any commitment whatsoever at this stage.

BIDDERS ARE THEREFORE ADVISED THAT THEY SHOULD TAKE DUE CARE WHILE UPLOADING OFFER / CONFIRMATORY DOCUMENTS IN ORDER TO AVOID REJECTION OF THEIR BID.

3. Evaluation and Comparison of the Bids: Evaluation of bids item-wise will be made in the following manner:-

A. Evaluation of Indigenous Offer for tendered item in Indian Rupees:

- a) The bidder will fill their prices in Indian Rupees and on Free Delivery at site basis with the break-up for Ex-Works Price of the item, Packing & Forwarding Charges, Freight and Transit Insurance Charges upto destination, Other Charges, applicable rate of GST on FOR destination price, Erection and commissioning charges and applicable rate of GST on Erection and commissioning charges if applicable in BOQ-“INR sheet”.
- b) The rate of GST entered by the bidder in BOQ-“INR sheet” shall be legally applicable rate of GST at the time of submission of bid.
- c) Landed Price of the item shall be arrived at after adding all elements of prices quoted in BOQ-“INR sheet”.
- d) Net Landed Price of the equipment will be arrived at after deducting Input Tax Credit for GST from Landed Price of the equipment.

Note:

- e) The L-1 status shall be decided by deducing the Input Tax credit on GST. Therefore the bidders are to ensure timely and correct filing of their GST returns. In case of any lapse on the part of the bidder resulting in CCL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.
- f) Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.
- g) If a new statutory tax / levy/ cess / surcharge etc. comes into effect after award of contract, the same will be considered based on the merit of the case.
- h) It shall be responsibility of the bidder to indicate the correct rate of Customs Duty applicable to their goods. If it becomes necessary for CCL to pay higher rate of Customs Tariff due to wrong quoting of customs rate by the bidder, the same shall be deducted from supplier's bill. However, if the higher rate is due to any statutory change, the same shall be borne by CCL.
- i) CCL will pay the GST on Marine Freight to the concerned authorities.

4. Computational Errors:

- 1. In case of any discrepancy in the total price quoted in INR Sheet/Other Currency Sheet in BOQ template and summation of individual items quoted in BOQ2 sheets, the prices in BOQ (if not participated in reverse auction) / revised Price Break-Up submitted after participation in reverse

auction, shall be considered for evaluation, while award of contract and payment shall be made at lower of the two prices.

2. Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected.

5. Contacting the Purchaser

- a. Subject to terms of NIT, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b. Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

(E) Award of Contract

1. **'Notification of Award' (NOA):** 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 issued whenever considered necessary by the said authority. In case advance has been issued, the formal acceptance of tender or supply order shall follow in due course.
2. **Placement of Supply Order:** 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 Purchaser. 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 CIL portal. On receipt of supply order, the successful tenderer shall submit their acceptance of supply order within 15 days from the date of order. In case of non receipt of any response from the bidder, it will be presumed that the order has been accepted by the bidder for its execution at their end.

The supply should be completed within the stipulated period of delivery which shall be reckoned from the date of receipt of Supply Order.

3. **Security Deposit:**

Bidders are requested to refer **Section III: (GCC) Clause 6** for detailed Security Deposit provision.

The successful bidder shall furnish the Security Deposit in accordance with the conditions of the contract, in the Security Deposit Bank Guarantee format provided in the Bid Document (as per Section VII (SFA) - Annexure "F")

4. **Inspection Clause:**

Final inspection: Final inspection of materials shall be carried out at the consignee's end by the concerned Technical head of concerned area(Diet In-charge, Central Hospital Ramgarh) before acceptance of materials.

Bidders are requested to refer Section III (GCC) Clause 8 & Section IV (SCC) for detailed Inspection.

5. **Payment terms:** The Payment Terms shall be as per **Section III (GCC) clause no:14 & Section IV (SCC)**

Payment shall be made in the currency or currencies specified in the contract in the following manner:

- 5.1.1 **For Payment of the tendered item in Indian Rupees:**

- i) 100% payment shall be made through e-Payment within 21 days of receipt and acceptance of materials at consignee's end or submission of bill along with all requisite / relevant documents, whichever is later, and receipt & acceptance of Performance Bank Guarantee by the order placing authority.
- ii) Freight and transit insurance charges shall be paid at actual subject to ceiling of the quoted rates/ prices.

- 5.1.2 **Submission of Documents for Payment in Indian Rupees**

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

- a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number,

- Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Manufacturer's Test & Inspection Certificate.
- d. Manufacturer's Warranty /Guarantee Certificate.
- e. Lowest Price Certificate
- f. Copy of Performance Bank Guarantee if applicable.
- g. Documentary evidence for freight and transit insurance charges up to the destination.
- h. Copy of Certificate of Insurance.
- i. Any other document(s) required as per contract.

5.3.1 PAYMENT FOR INDIAN AGENCY COMMISSION

The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. 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 offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

- i). Foreign manufacturer's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent and the nature of after sales service to be rendered by the Indian Agent.
- ii). Copy of the agency agreement with the foreign manufacturer stating the precise relationship between them and their mutual interest in the business.

Agency commission, if any, shall be paid in equivalent Indian Rupees, after receipt and acceptance of materials at consignee's end along with all requisite / relevant documents, within twenty-one days of submission of bills along with following documents:

- (A) Copy of foreign principal's invoice.
- (B) Copy of bill of lading.
- (C) Certificate from State Bank of India regarding Bill Selling exchange rate ruling on the date of bill of lading(in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
- (D) Commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of the subsidiary company, where the item has been deployed.

Paying Authority shall obtain confirmation of receipt and acceptance of materials at consignee's end along with all requisite / relevant documents from the consignee before release of Indian Agency Commission.

- 5.4.1 In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to 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 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.

The date of completion of supply shall be considered from the date of receipt and acceptance of equipment at consignee's end or submission of bill along with all requisite / relevant documents, whichever is later, and receipt & acceptance of Performance Bank Guarantee by CCL.

6. **e-Way Bill (After its implementation):** e-Way Bill required in connection with supply of goods shall be arranged by the supplier/ CCL as per the provisions of GST Act ruling on the date of supply.
7. **Transportation of Goods:** Bidders are requested to refer **Section III (GCC) Clause 12**
8. **Option Clause:** CCL reserves the right to increase or decrease the ordered quantity by (+/-) 25%. The increase in quantity shall be at the same rate, terms and conditions. If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them.

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

9. **Integrity Pact:** ~~(Applicable for tender value of above Rs. 02 crore)~~

~~The bidders will have to upload along with their offer, duly filled in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per Section VII (SFA) – Annexure “K” & Annexure “K(1)” (if applicable), failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact~~

~~**This integrity pact as uploaded with the tender with the digital signatures of Tender Inviting Authority is deemed to have been accepted by CCL and therefore the physical signatures of Tender Inviting Authority are not required on this document.** However while issuing order, the Integrity Pact as uploaded by the bidder shall be signed by the order placing authority & shall be enclosed with the Purchase Order.~~

~~In terms of the Integrity Pact, the contact details of Independent External Monitor(s) (IEMs) are mentioned at **Section I: (IFB)**. In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).~~

10. The resultant supply order/ Contract against the subject tender will be interpreted under Indian laws

(F) Post Contract Management

1. **Liquidated Damages:** Bidders are requested to refer **Section III: (GCC) Clause 20** for details.
2. **Price Fall Clause:** The price charged for the stores/equipments supplied against this tender by the bidder shall in no event exceed the lowest price at which the bidder sell or offer to sell the stores of identical description to any organisation during the period of contract.

If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores/equipment to any organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction of sale price to the CCL and the price payable under the contract for stores/equipment supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced.

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

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

3. **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 prices charged by us for the ordered items are the lowest prices applicable to any other person/organization, private Co., Government department, undertaking of Central/State Government"

4. **Risk Purchase:** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Coal India Ltd. or its Subsidiary Companies shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned in the tender enquiry and the resultant contract that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/ or bills submitted by the supplier against the same contract or any other contract pending in CCL and/or in any other Subsidiary Companies/ CIL

5. **Force Majeure:** Bidders are requested to refer **Section III: (GCC) Clause 22** for details.

SECTION: III – General Conditions of Contract (GCC)

(Note: Certain Clauses of this GCC have the reference of CIL Purchase manual which is available in the website of CIL i.e. www.coalindia.in at “Info Bank” section under “Manuals”)

1. Definitions

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

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

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

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

5. Patent Rights

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

6. Security Deposit

- 6.1. The successful tenderers will have to submit Security Deposit for the 3% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

- 6.3. The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 3% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- 6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts /rate/running contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
- 6.7. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 3% of the contract value.
- 6.8. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- 6.9. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 3% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- 6.10. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders. However, dealers of the OEM / OES are not allowed the exemption
- 6.11. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
- 6.12. The SDBG will be submitted Through Structured Financial Management System (SFMS).
- 6.13. GST shall be applicable on Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.

Note: Note: No exemption from Security Deposit shall be allowed for Ancillaries of CCL/MSE / Startups

7. Performance Bank Guarantee

- 7.1. Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 7.2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

- 7.3. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 7.4. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.
- 7.5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).
- 7.7. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.
- 7.8. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL 's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.
- 7.9. The PBG will be submitted through Structured Financial Management System (SFMS).
- 7.10. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

8. Inspections and Tests

- 8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, at least 30 days in advance will be given for inspection.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as they may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, they shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what they considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on their account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- 8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking

- 9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.
- 9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.
- 9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.
- 9.5. Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:
- i. Project;
 - ii. Contract No;
 - iii. Country of origin of Goods;
 - iv. Supplier's name;

- v. Packing list Reference Number;
 - vi. The gross weight, net weight and cubic measurement;
 - vii. Consignee Name and Address;
- 9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

- 10.1. The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.
- 10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.
- 10.3. For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of Incoterms on the date of tender opening, published by the International Chamber of Commerce, Paris.
- 10.4. The details of shipping documents to be furnished by the Supplier are specified below:

a) For Imported Goods:

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

- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
 - ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
 - iii. Packing list identifying contents of each package;
 - iv. Manufacturer's/Supplier's warranty /guarantee certificate;
 - v. Manufacturer's Test & Inspection certificate;
 - vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
 - vii. Documentary evidence of marine freight & marine insurance
- The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

b) For Domestic Goods from within India:

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

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

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

11. Insurance

- 11.1. Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage

and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

- 11.2. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/ FOB/ CFR basis, marine/air insurance shall be the responsibility of the purchaser.
- 11.3. In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.
- 11.4. Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.
- 11.5. Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CIL has no obligation to the supplier for arranging

12. Transportation

- 12.1. In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.
- 12.2. In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.
- 12.3. In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.
- 12.4. In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Transportation of goods is to be done through registered common carriers only.

13. Warranty

- 13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- 13.2. The Supplier shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelve (12) months from the date of its use/fitment/commissioning, whichever is earlier..
- 13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.
- 13.4. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

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

14. Payment:

Specific payment terms are indicated in **Section IV: Special Conditions of Contract (SCC)**.

14.1. Payment for Indian Agency Commission

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

- A. Copy of foreign principal's invoice.
- B. Copy of bill of lading.
- C. Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
- D. In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept. of the subsidiary company, where the equipment has been deployed.

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

15. Changes in Order

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

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

16. Contract Amendments

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

17. Assignment

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

18. Subcontracts

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

19. Delays in the Supplier's Performance

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

- 19.2. If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an by amendment to the Contract/ Purchase Order.
- 19.3. Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages

- 20.1. In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:
- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price (excluding taxes and duties) of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, In contracts governed by price variation clause, the liquidated damages will be applicable on the prices as varied by the operation of the price variation clause., or
 - b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
 - c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
 - d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
 - e) To forfeit the security deposit fully or in part.
 - f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- 20.2. For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.
- Note: LD/ Penalty, if any, for delay in erection/ commissioning may be levied on the supplier as per contractual terms.

21. Termination for Default and breach of contract

- 21.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
 - b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
 - c) If the Supplier, in the judgement of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

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

The following practices would amount to violation of CIPP:

- i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
 - iii. "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - iv. "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - v. "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
"Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.
- 21.3. In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 22. Force Majeure**
- 22.1. Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.
- 22.2. If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

- 22.3. In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 22.5. For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 22.6. There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.
- 22.7. The contract shall be governed by the following Force Majeure Clause:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (herein after referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. "

23. Termination for Insolvency

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

24. Termination for Convenience

- 24.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

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

26. Taxes and Duties

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

27. Limitation of Liabilities

Except in cases of criminal negligence or willful misconduct;

- 27.1. Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, and/or from any other remote cause whatsoever.
- 27.2. The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the Goods & Services hereunder which caused such losses, claims, damages, costs or expenses.
- 27.3. However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

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

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

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS/835 dated 22.05.2018."

29. Progress Reports

- 29.1. The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.
- 29.2. The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser merely by reason of the fact that they have not taken notice of or objected to any information contained in such report.

30. Provisions of CIL's Purchase Manual

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

31. Applicable Law

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

32. Jurisdiction of Courts

- 32.1. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tender or supply order has been issued.
- 32.2. The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

33. Notices

- 33.1. Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the addresses of the Purchaser and the Supplier:

Purchaser: Diet In-charge, Central Hospital, Ramgarh
Supplier: Shall be as per the details given in the offer of the bidder

- 33.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33.3. In case of change in address, the Supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

SECTION: IV – Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement Section: II, Instructions to Bidders (ITB), Section: III, General Conditions of Contract (GCC) and Section VI: Techno-Commercial Section (TCS). Whenever there is a conflict, **the provisions contained herein shall prevail** over those in Section: II, (ITB), Section: III, (GCC) and Section VI: (TCS).

Clauses of Section: II (ITB), Section: III (GCC)& Section VI: (TCS) listed below include a possibility for variations in their provisions through SCC. There may also be other clauses in SCC which are completely new.

SN	Clause No.	Topic (w.r.t. Tender Value)	SCC Provision
1	ITB / (B) Cl. 7.3	Reserved for 'Class-I local supplier' and 'Class-II local supplier' only	Applicable / NOT Applicable
2	ITB / (C) Cl. 4.2 & GCC Cl. 14.2	Input Tax Credit	Applicable / NOT Applicable (As per Govt. guidelines)
3	ITB / (C) Cl. 10 & GCC Cl. 10	Delivery Schedule	a) For Domestic Bidder: The materials should be delivered within 60 days from the date of receipt of Supply Order on Free Delivery at site basis. b) For Foreign Bidder: (In case of direct import) The materials should be delivered within 60 days from the date of opening of Letter of Credit on FOB basis
		Erection, Commissioning & Performance Testing	Applicable / NOT Applicable (It must be completed within the last date of Delivery)
4	ITB / (C) Cl. 10.1	Qualifying Criteria	The bidder should be in a position to supply <u>at least 50% / 25% of the total quantity</u> for which the tender has been issued, within the specified delivery schedule
5	ITB / (C) Cl. 11 & GCC Cl. 13	Guarantee / Warranty	Applicable / NOT Applicable.
6	ITB / (D) Cl. 2 (B)	Shortfall Documents	Will be sought (two chances shall be provided)
7	ITB / (D) Cl. 3	Reverse Auction Process (For Rs. 50 Lakh & above)	NOT Applicable
8	ITB / (E) Cl. 3 & GCC Cl. 06	Security Deposit	Applicable
9	ITB / (E) Cl. 4 & GCC Cl. 07	Performance Guarantee	Applicable / NOT Applicable
10	ITB / (E) Cl. 5 A/B & GCC Cl. 08	Pre-dispatch Inspection	Applicable / NOT Applicable
		Final Inspection	Applicable / NOT Applicable Final inspection of materials shall be carried out at the consignee's end by the Diet Incharge, Central Hospital Ramgarh before acceptance of materials
11	ITB / (E) Cl. 6 & GCC Cl. 14	Payment Terms	100% payment shall be made through e-Payment within 21 days from the date of completion of supply
12	ITB / (E) Cl. 9	Option Clause (For Consumables/Spares)	Applicable / NOT Applicable (For Capital Items)
13	ITB / (E) Cl. 10	Integrity Pact	Applicable / NOT Applicable (For Below Rs. 2 Crore)

Section – IV (SCC)

		(For Rs. 2 Crore & Above)	
14	TCS Cl. 2 (i)	Similar Item Definition	As per technical deptt. (For details refer Sec VI (TCS) Cl. No. 2 (i))
15	TCS Cl. 3	Relaxation to Startups (which are Non-MSEs)	Applicable / NOT Applicable (For Non-MSE Startups)
16	TCS Cl. 4 (D)	Technical Documents List	As per Section – VI (TCS) Clause No. 4 (D)

SECTION: V – Schedule of Requirement (SOR)

Sl no	Description	Unit	Qty
1	EGG (STANDARED SIZE)	PCS	80000
2	CHICKEN (DRESSED & PIECED WITHOUT HEAD)	KG	4000
3	BREAD (WHITE) 400GM	PKT	15000
4	APPLE	KG	12000
5	MOUSUMBI	KG	6000
6	ORANGE	KG	2400
7	BANANA	KG	3000
8	MANGO	KG	5000
9	POMEGRANATE/BEDANA	KG	3000
10	POTATO	KG	15000
11	ONION	KG	2200
12	GINGER	KG	200
13	GARLIC	KG	200
14	CAULIFLOWER	KG	2000
15	CABBAGE	KG	2000
16	PAPAYA	KG	600
17	BOTTLE GOURD/KADDU/LADYFINGER/SWEET GOURD	KG	3800
18	BEANS	KG	1200
19	SPINACH/PALAK SAG	KG	1000
20	PARWAL	KG	2000
21	TOMATO	KG	600
22	GREEN PEAS	KG	600
23	KACCHA KELA/SABJI KELA	KG	1000
24	CARROT	KG	400

SECTION: VI – Techno-Commercial Section (TCS)**1. Qualification Criteria**

The bidder should be in a position to offer and supply in specific delivery period at least 25% of the total quantity for which the bid has been invited. Offer from bidders who fail to comply with the qualification criteria stated above shall be considered unresponsive.

2. Eligible Bidders

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

Bidders may also note that:

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

For Example: If Bidder is exempt from Registration under GST ACT, 2017 due to his aggregate turnover is less than 20 lakh then bidder has to submit the copy of Notification along with Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than 20 Lakh; hence he is exempt from Registration under GST Act, 2017.

*Scanned documents of the documents in respect of eligibility criteria including authorization if any, to be uploaded as single .pdf file named “**Eligibility.pdf**”, in **COVER-I***

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

3. Proven-ness Criteria:

No prior experience required.

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

4. Relaxation for MSEs and Start-up:

Ref:

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

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

~~(4.)1~~ Definition and Eligibility of Start-up shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI, subsequent amendment, if any.

~~“Startups”: Startups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs. 100 crores in any preceding financial year, working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that such entity is not formed by splitting up, or reconstruction of a business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs. 100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to Startups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India].~~

Note: Start-up Firm should submit Self-Declaration as per Annexure XVII.

~~(4.)2~~ Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.

~~(4.)3~~ MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. There may be circumstances (like procurement of items related to public safety, health, critical operations and equipment, etc.) where procuring entities may prefer procurement from vendors having proven capability. Wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups. In view of the above instructions, wherever, it is decided not to relax prior experience/ turnover criteria.

~~(4.)4~~ Prior experience and turn over criteria are not applicable for Start-ups & MSEs in the tenders in respect of either of the following situation and no further documents regarding Provenness will be required to be submitted by these categories of bidders.

If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per **Annexure-IX Sample Forms**) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability shall be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

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

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be

considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

~~If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided that date of such reports are not more than one year from the date of opening of bids.~~

~~If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover:~~

- ~~• Valid BIS Marking License for the quoted items, **OR**~~
- ~~• Rate contract issued by CIL/its Subsidiary Companies for the quoted items, **OR**~~
- ~~• Valid DGMS Approval certificate for the quoted items, **OR**~~
- ~~• Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.~~

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

A) Other Qualification Criteria: *All the following specified documents:*

SI No.	Other Qualification Criteria	Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria (Self certified copy)
1	All Bidders shall possess GST Registration Certificate and submit GST invoice for goods unless the bidder is exempted or opted for Composition scheme as per relevant provision of GST Act 2017 (Ref. Section II / ITB (B) Cl. No.3)	Any one of the following documents to be uploaded: <ol style="list-style-type: none"> 1. GST Registration Certificate 2. Composition scheme: Bidder, who has opted for composition scheme under sec 10 of GST ACT 2017, should upload (i) the certificate from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary confirming that Bidder is eligible to opt for the scheme and has fulfilled all the conditions as mentioned in notification in this regard & (ii) the Registration Certificate in this regard. 3. The bidder claiming exemption shall upload certificate from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary that Bidder is fulfilling all the conditions prescribed in GST Act, 2017 to make him exempt from registration. The certificate should be mandatorily be with UDIN. 4. Self Declaration to the effect that they do not possess the GST Registration Certificate, as they are Foreign bidder.
2	Permanent Account Number (Ref. Section II / ITB (B) Cl. No.4)	PAN Card issued by Income Tax department, Govt. of India OR Self Declaration to the effect that they do not possess the Permanent Account Number, as they are Foreign bidder
3	Authorization to Digital Signature Certificate (DSC) holder (Ref. Section II / ITB (C))	The DSC holder bidding online on behalf of the bidder shall submit authorization documents as mentioned at Section II (C) Clause No.2.3 and as per Annexure-D

	Cl. No.2.3 and Annexure-D)	
4	Self-Declarations to be provided by the bidders as per format at Annexure-E1 to 6	
4.1	Code of Integrity for Public Procurement (CIPP) (Ref Section II / ITB (A) Cl. No.10) format at Annexure-E-1	Self-Declaration regarding any previous transgressions of such a code of integrity with any entity, in any country, during the last three years, or of being debarred by any other Procuring Entity, if applicable Or Self-declaration confirming that the clause is not applicable
4.2	Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate (Ref. Section II / ITB (B) Cl. No.5) format at Annexure-E-2	(1) A self-declaration that the bidder as well as the manufacturer (if bidder is not the manufacturer) has been / has not been banned or de-listed or Debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. (2) If a bidder has been banned then, in addition to the declaration regarding banning, the bidder has to upload a copy of banning or de-listing or Debarring or 'Putting on Holiday' letter issued by concerned Government or quasi-Government agencies or PSUs to the bidder.
4.3	Certificate of Local Content (Ref Section II / ITB (B) Cl. No.7.3) format at Annexure-E-3	Certificate as per NIT Section II / ITB (B) Clause no: 7.3.5.a or 7.3.5.b(if applicable). (Annexure-E) Self-Certification as per Annexure-E-3 indicating percentage of local content & that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier' as the case may be along with details of location(s) at which the local value addition is made. Non-Local Supplier with offered item having local content less than or equal to 20% should also indicating percentage of local content along with details of location(s) at which the local value addition is made, if any.
4.4	Restrictions on Public Procurement from certain countries (Ref Section II / ITB (B) Cl. No.7.5) format at Annexure-E-4	Tender specific Self-Certificate regarding fulfillment of all requirements in regard to restrictions on procurement from a bidder of a country which shares a land border with India as per Annexure-E-4 of NIT
4.5	Price Fall Clause (Ref Section II / ITB (F) Cl. No.2) format at Annexure-E-5 (Not Applicable for Purchase Value less than Rs. One Lakh)	Following documents are to be submitted: (Annexure-E-5) The bidder shall submit a copy of the last (latest) purchase order for the offered/similar item(s) received by them from any Organization / Ministry/ Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization, along with the offer. Or The bidder shall submit a self-certificate conforming that they have not received any order copy for the offered/similar item(s) from any Organization/ Ministry/ Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization
4.6	Lowest Price certificate (Ref Section II / ITB (F) Cl. No.3) format at Annexure-E-6	Bidder shall submit Lowest Price certificate as under: <i>"It is certified that the prices charged by us for the ordered items are the lowest prices applicable to any other person/ organization, private Co., Government department,</i>

	<i>undertaking of Central/State Government</i>
5	Any other document to support the qualification information as submitted by the bidder online

B) Technical Specification Parameters: ~~The materials to be offered by the bidder must confirm to the Technical Parameter Sheet [TPS] uploaded along with this NIT and all the following specified documents must be uploaded along with the offer.~~

Sl. No	Item No.	Documents	Documents (self-certified)
4	01	Documents in support of Technical Spec. Parameters	The bidder has to submit an undertaking that: “The offered product is an exact replacement of/fully interchangeable to the original part on one to one basis and the items shall fit in the intended equipment / subassembly without any modification or alteration and shall function as per OEM design and performance parameters”.

Note:

- ~~1. Only one file in .pdf format can be uploaded against each qualification criteria. All relevant documents to support the information/declaration furnished online by the bidder against eligibility criteria may be attached by the bidder in the same pdf file to be uploaded against respective eligibility criteria.~~
- ~~2. Certificates/Undertakings must contain all confirmation/information as required in the formats provided. However inclusion of any additional redundant information by the Bidder in the submitted Certificates/Undertakings, which does not contradict the content and spirit of original formats of Certificates/Undertakings uploaded by department, will not be a cause of rejection of the respective documents.~~

C) Technical Parameter Sheet (TPS): ~~This document which is in Excel Format will be downloaded by the bidder and they will furnish all the required information in these sheets. Thereafter, the bidder will upload the same file duly filled during bid submission. The Technical Parameter Sheet (Excel file) shall contain the following Two sheets:~~

- a. **Technical Parameter Sheet (TPS BoQ1)** ~~The Technical Parameter Sheet containing certain technical specification parameters for each tendered item is in Excel format. Non-compliance of any of the parameter of specification for any of the item will disqualify the bidder for that item.~~

Make & Model to be indicated in TPS

~~Bidders are to indicate the Make & Model of their quoted items (text should be between 5 to 50 Characters) in the appropriate column, failing which the bidders shall not be eligible for the particular~~

- b. **Commercial Parameter Sheet (CPS)** ~~The Other Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same. Non-compliance of any of the parameter of the CPS for will disqualify the bidder for the total bid.~~

- ~~• The Technical Parameter Sheet (TPS) & Commercial parameter Sheet (CPS) which is incomplete and not submitted as per instruction given will be rejected by the system. In case of non-compliance of any of the parameter/ terms in these sheets shall result in rejection of the bid during the process of automatic evaluation by the system and such bids shall not be considered for opening of Price Bids.~~
- ~~• Bidders have to make sure that 'Eligibility-Overall' cell against items they intend to quote indicate status as 'COMPLIED'.~~

- ~~The system automatically evaluates TPS & GTE based on the declarations/information filled by the bidder.~~

SECTION: VII – Sample Forms and Annexures (SFA)

Annexure “A”	Proforma for Equipment and Quality Control
Annexure V	<u>Self-Certificate for Proven-ness</u>
Annexure “D”	DSC Authorization Letter Format
Annexure “E”	Self-Declarations as per Sec VI (TCS) Clause No. 4 (C) of NIT
Annexure “F”	Security Deposit Bank Guarantee Format
Annexure “G”	Performance Bank Guarantee Format
Annexure “H”	The Steps/Process related to PDI fee payment online through SB Collect
Annexure “I”	Mandate form for Electronic Fund Transfer/Internet Banking payment
Annexure “J”	Issue & Utilization Procedure of e-Way Bill
Annexure “K”	Integrity Pact
Annexure “K1”	Guidelines for Indian Agents for Foreign Supplier
Annexure “L ”	Letter of Bid (LOB) Format
Annexure “M”	Self-Declaration of Satisfactory performance of items against Orders/RCs

FORMAT-1

Format for Self-Certificate of being LOB signatory bidding on-line with own DSC

(To be printed on the Letter head of the bidding company/firm)

I..... do hereby certify that I am the LOB signatory and using my own DSC for bidding on-line against e-tender No. dt. invited by CCL on www.coalindiatenders.nic.in.

I also confirm that all documents uploaded with the tender with my digital signature shall be deemed to have been signed by our company/firm.

**Name, Signature & Seal
of the LOB signatory/DSC Holder**

FORMAT-2

Format for Authorization to DSC holder Bidding Online

(To be printed on the Letter head of the bidding company/firm)

I/We do hereby authorize M/s/Mr/..... Address

.....for online bidding on our behalf for the e-tender invited by CCL on www.coalindiatenders.nic.in.

We also confirm that all documents uploaded with the tender with the digital signature of the above mentioned DSC Holder shall be deemed to have been signed by our company/firm.

It is further confirmed that the signatory of this authorization is competent to submit bids and enter into contracts on behalf of our company/firm.

**Name, Signature & Seal
of the person competent to issue this authorization**

SN	<u>Self-Declarations as per Sec VI (TCS) Clause No. 4 (C) (4.1 to 4.6) of NIT</u> (On Letter Head of the Bidder)
E-1	<u>Code of Integrity for Public Procurement (CIPP)</u> (Ref Section II / ITB (A) Cl. No.10)
We confirm that code of integrity for Public Procurement (CIPP) clause is not applicable for us (OR) We confirm that we have previous transgressions of code of integrity (<i>strike off whichever is not applicable</i>)	
(Note: If a bidder has any previous transgressions, then complete details along with supporting documents has to be furnished)	

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

SN	<u>Self-Declarations as per Sec VI (TCS) Clause No. 4 (C) (4.1 to 4.6) of NIT</u> (On Letter Head of the Bidder)
E-2	<u>Banned/ Delisted/ Debarred/ 'Put on Holiday' Certificate:</u> (Ref. Section II / ITB (B) Cl. No.5)
We have been / have not been (<i>strike off whichever is not applicable</i>) banned or de-listed or Debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. (<u>Note:</u> If applicable, the bidder has to upload copies of banning or de-listing or Debarring or 'Putting on Holiday letter)	

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

SN	<u>Self-Declarations as per Sec VI (TCS) Clause No. 4 (C) (4.1 to 4.6) of NIT</u> (On Letter Head of the Bidder)
E-3	<u>Local Content Certificate:</u> (Ref Section II (ITB)/(B) clause no: 7.3.5(a) or 7.3.5(b))

We do hereby certify that the item/s offered against the tender are manufactured at

.....
.....
.....
.....

(Give address of manufacturer's works/Factory, where the Equipment is manufactured)

We the Statutory Auditors / Cost Auditor (strike out whichever is not applicable) of M/s, Address, [Class-I / Class-II Local Supplier (strike out whichever is not applicable)] hereby certify that M/s, [Class-I / Class-II Local Supplier (strike out whichever is not applicable)] meets the mandatory minimum local content requirement to be a Class-I / Class-II Local Supplier (strike out whichever is not applicable) of the goods and / or services offered vide offer No. dt., against CCL tender No. dt. as per Order No. P-45021/2/2017-PP(BE-II) dt.04.06.2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

(Applicable in case of Companies)

OR,

We the Practicing Cost Accountant / Practicing Chartered Accountants (strike out whichever is not applicable) hereby certify that of M/s, Address, Class-I / Class-II Local Supplier (strike out whichever is not applicable) meets the mandatory minimum local content requirement to be a Class-I / Class-II Local Supplier (strike out whichever is not applicable) of the goods and / or services offered vide offer No. dt., against CCL tender No. dt. as per Order No. P-45021/2/2017-PP(BE-II) dt.04.06.2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

(Applicable in case of other than Companies)

The details of the location at which local value addition made is as under:

.....
.....
.....
.....

(give details of location in India where local value addition is done)

(Note: If tender value is more than Rs. 10.00 Crores, then above certificate has to be issued by competent party as per cl. 7.3.5)

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

SN	<u>Self-Declarations as per Sec VI (TCS) Clause No. 4 (C) (4.1 to 4.6) of NIT</u> (On Letter Head of the Bidder)
E-4	<u>Restrictions on Public Procurement from certain countries:</u> (Ref Section II / ITB (B) Cl. No.7.5)
<p>I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; <i>(strike off whichever is not applicable from (a) & (b))</i></p> <p>(a) I certify that M/s_____ {name of bidder} is not from such a country. (OR)</p> <p>(b) I certify that M/s_____ {name of bidder} is from such a country and has been registered with the Competent Authority.</p> <p style="text-align: center;">And</p> <p>I hereby certify that M/s_____ {name of bidder} fulfils all requirements in this regard and is eligible to be considered.</p> <p>Note:</p> <p>1. Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this certificate".</p> <p>2. This Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects as per Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.</p> <p>3. Validity of registration with the competent authority should be valid at the time of submission of bids and at the time of acceptance of bids.</p> <p>4. If tender specific certificate as above uploaded by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination, and further legal action in accordance with the law.</p>	

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

SN	<u>Self-Declarations as per Sec VI (TCS) Clause No. 4 (C) (4.1 to 4.6) of NIT</u> (On Letter Head of the Bidder)
E-5	<u>Price Fall Clause:</u> (Ref Sec II / ITB (F) Cl. No.2) (Not Applicable for Purchase Value less than Rs. One Lakh)
We have received / have not received (<i>strike off whichever is not applicable</i>) any order copy for the offered/similar item(s) from any Organization/ Ministry/ Department of the Govt. of India/Coal India Ltd. and/ or its Subsidiaries or other PSU or any other private organization. (<u>Note:</u> If received any order copies, the bidder has to upload copy/copies of the last (latest) purchase order/s as per the clause)	

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

SN	<u>Self-Declarations as per Sec VI (TCS) Clause No. 4 (C) (4.1 to 4.6) of NIT</u> (On Letter Head of the Bidder)
E-6	<u>Lowest Price certificate:</u> (Ref Section II / ITB (F) Cl. No.3)
It is certified that the prices charged by us for the ordered items are the lowest prices applicable to any other person/ organization, private Co., Government department, undertaking of Central/State Government.	

(Signature / Seal)

(Name / Designation)

(Name of the bidder / firm)

Signed for and on behalf of the Bidder

(Note: Inclusion of any additional redundant information by the bidder, which does not contradict the content and spirit of original format uploaded by department, will not be a cause of rejection of their bid)

Security Deposit Bank Guarantee Format

..... (name & address of the Purchaser
 Company)

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

Messers a Company / Firm having its office at No.
 hereinafter called the Contractor has entered
 into an agreement dated..... (hereinafter called 'the said 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 (Name of the Bank) having its Office at has at the request of the
 Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally
 agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and
 condition of the said agreement regarding repayment of the said sum of Rs or any of them
 including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations
 thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said
 sum of Rs or such portion as shall then remain unpaid with interest without requiring the company to
 have recourse to any legal remedy that maybe available to it to compel the Bank to pay the same, or
 calling on the company to compel such payment by the contractor.

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

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

The Bank further agrees with the Company that the Company shall have the fullest liberty without the
 consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and
 conditions of the said agreement or to extend the time for performance of the said agreement from time to

time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs. or such lesser sum as may then be due to the Company out of the said advance of Rs. and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs. only. The guarantee shall remain in force till 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 preceding clause.

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

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

Name of the Bank: -

Branch: -

IFSC: -

A/C No: -

Customer ID :

Dated this Day of 20 .. .

Place

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

Performance Bank Guarantee Format

..... (name & address of the Purchaser
..... Company)

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

Messers a Company / Firm having its office at No.

..... hereinafter called the Contractor has entered into an agreement dated..... (hereinafter called 'the said 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..... (Name of the Bank) having its Office at has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (Herein after called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs..... or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that maybe available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

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

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

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to

time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs. only. The guarantee shall remain in force till 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 preceding clause.

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

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

Name of the Bank: -

Branch: -

IFSC: -

A/C No: -

Customer ID :

Dated this Day of 20 .. .

Place

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

ANNEXURE-I**MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT
RTGS TRANSFER**

To,
The Central Coalfields Limited,
Central Hospital, Ramgarh
Dist-Ramgarh, Jharkhand-829122

Dear Sir,

Sub: Authorisation for release of payment due from Central Coalfields Limited, Burla through Electronic Fund Transfer / Internet Banking NEFT / RTGS Transfer.

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

Party Details	
Name of the Party	
Address of the Party	
	City _____ PIN CODE _____
	E-Mail ID _____
	Permanent Account Number _____

Particulars of Bank																
Name & Style of Bank A/C																
Bank Name								Branch Name								
PIN Code								Branch Code								
IFSC No.																
Account Type	Savings <input type="checkbox"/>				Current <input type="checkbox"/>				Cash Credit <input type="checkbox"/>							
Account Number (as appearing in the Cheque Book)																
IFSC Code appearing on the cheque supplied by the Bank to be mentioned. Attached Cancelled cheque or Xerox Copy of cheque or Xerox Copy of front page of pass book containing details of A/C and bank for ensuring accuracy of bank name, branch name and code number.																

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Central Coalfields Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI-Net / RTGS Transfer.

Place:

Date: _____ Signature of the party/Authorised Signatory

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

Date: _____ Signature of Authorised official from the Banks
Banker's Seal

ISSUE & UTILIZAATION PROCEDURE OF e-Way BILL

1.	Name of the Consignor			
2.	Consignor Address with State:			
		Contact No.	FAX No.	e-mail ID
3.	Consignor TIN No.			
4.	(a) Place of Dispatch of goods		State	
	(b) Place of Dispatch of goods (Actual/Expected)			
	(b) Name of entry/exit gate in ODISHA. Jamsolaghat/ Girisola/ Biramitrapur/ Laxman Nath road/ Luhurachati (Chose & write one gate only)			
5.	Description of Goods:		Quantity of goods	
6.	(a) Invoice/Challan details	Invoice No.	Invoice Date	Value of Goods
	(b) Purchase/work Order No. & Date			
7.	(a) Vehicle carrier/Transporter			
	(b) Vehicle Regd. No.			
	(c) Lorry/Transporter Receipt No. & Date			
	(d) Owner of the Vehicle			
	(e) Name of the Driver			
8.	Consignee Area & Contract No. & e-mail ID		Area	e-mail ID

The above information should be sent through hard copy/Fax/e-mail on readiness of the consignment with above details. The system generated way bill shall be sent to the requisitioner and the consignor.

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 (in short 'CCL'), acting through the Tender Inviting Authority, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. represented by Shri Designation (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 - Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent representative have to be in Indian Rupees only.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payment made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section 3 - Disqualification from tender process and exclusion from future contracts

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

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

- (4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders /Contractors /Subcontractors

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

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by central Vigilance commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/contractors as confidential. He/ she reports to the Chairman, Coat India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential information and of Absence of conflict of Interest'. In case of any

conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD. Subsidiary Companies and recuse himself / herself from that case.

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner refrain from action or tolerate action
- (7) The Monitor will submit a written report to the chairman, coal India Limited / CMD. subsidiary companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the chairman, coal India Limited / CMD, Subsidiary companies, a substantiated suspicion of an offence under relevant IPC/ PC Act and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions

Section – VII (SFA)

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

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Guidelines for Indian Agents for Foreign Supplier

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization; signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer. it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorize only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 506 or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any. agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. 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 offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

- i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.
- ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para - (i) are complied with, the requirement of submission of document mentioned at Para (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

Letter of Bid

To (On the Letter Head of the Bidder)
 The Central Coalfields Limited,
 Central Hospital, Ramgarh
 Dist-Ramgarh, Jharkhand-829122

Dear Sirs,

Sub: Tender No:

1. Having examined the Bid Documents including Addenda/Corrigenda, if any, I, the undersigned,.....**Partner/ Proprietor/ Accredited Representative/ Legal Attorney** *(please strike off which is not applicable)* of M/s offer to supply and deliver the offered item/s vide our online bid as uploaded herewith in conformity with the said Bid Documents.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We agree to abide by this bid for a period of 120 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that the offer are given after fully understanding the contents of the Bid documents and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
8. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Dated this _____ day of _____ 2022

Signature _____

Name _____

Designation _____

Duly authorized to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder along with the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In case the offer is from a proprietary firm and the proprietor is the LOB Signatory, then Affidavit/self-certificate/or any other statutory document clearly indicating name of LOB signatory as Proprietor, like GST Registration Certificate, etc, is to be uploaded along with the LOB. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India and also should be valid on the date of submission of the bid.
3. In case the person who has signed LOB is not bidding himself/herself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his/her behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-D]) by the person signing the LOB in favour of person bidding online is required to be uploaded

Section – VII (SFA)

4. Inclusion of any additional redundant information by the bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of their bid.
5. Please select only one option from **Partner/ Proprietor/ Accredited Representative/ Legal Attorney** in the above mentioned format of the Letter of Bid

