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ईस्टर्न कोलफील्ड्स लिमिटेड  
**Eastern Coalfields Limited**  
(कोल इंडिया की एक अनुषंगी)  
(A Subsidiary of Coal India Limited)  
(भारत सरकार का एक उपक्रम)  
(A Govt. of India Undertaking)  
website: [www.easterncoal.gov.in](http://www.easterncoal.gov.in);  
CIN - U10101WB1975GOI030295

**NOTICE INVITING TENDER**  
(Two bid system)

**Global Open Limited tender in two bid system for procurement of Electrical Spares  
applicable to 10 cum IZ Kartex Rope Shovel**

**Eligible for participation only by OEM / OPM / OES**

**Tender No. ECL/Hq/Pur/G42422002/2024-25/Electrical Spares/001 Date: 30.05.2024**

**SECTION I: INVITATION FOR BIDS (IFB)**

1. ECL (Hq/.....area) hereinafter referred to as “Purchaser”, invites online bids through its e-procurement portal <https://coalindiatenders.nic.in> from the eligible bidders for procurement of goods as per item description listed in Section V and VI.
2. The complete tender document shall be available in the CIL’s e-procurement portal <https://coalindiatenders.nic.in> for downloading and submission of offer. The complete tender document shall also be available on ECL’s website [www.easterncoal.gov.in](http://www.easterncoal.gov.in) and Central Public Procurement Portal (<https://eprocure.gov.in>) for downloading only. There will be no physical/manual sale of tender document.
3. The key indicators of the tender is given below,

SI	Key indicator	Details
1	Tender value	Rs.4,73,44,583.25
2	EMD (INR and USD)	Rs.9,46,892.00 Or USD 11,340.00
3	Tender Fee	NIL
4	Reverse auction of prices	Applicable/Not applicable
5	Input Tax Credit against supplies	Eligible/Not eligible
6	GST registration of bidder	Compulsory
7	GST unregistered firm	Not allowed to participate
8	GST registration of Indian agent of foreign bidder	Compulsory

4. Time schedule of the tender shall be as under,

SI	Event list	Date	Time
1.	Tender publishing date in CIL portal	06.06.2024	At 10.00 hrs IST
2	Document download start date	06.06.2024	From 11.00 hrs IST
3	Document download end date	08.07.2024	11.00 hrs IST
4	Seek clarification start date	07.06.2024	From 11.00 hrs IST
5	Seek clarification end date	24.06.2024	Upto 11.00 hrs IST

6	Furnishing clarification end date	01.07.2024	Upto 11.00 Hrs IST
7	Bid submission start date	07.06.2024	From 11.00 Hrs IST
8	Bid submission closing date	08.07.2024	11.00 hrs IST
9	Bid opening date	09.07.2024	11.00 hrs IST
10	Reverse auction date, if applicable	To be intimated afterwards by portal.	

5. 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 frequently till the last date of online submission of offers 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.
6. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bandh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
7. In case any support is required, the undersigned officers may be contacted.
8. This tender document is further divided into following Sections,

<b>1</b>	Section – I	Invitation for Bids (IFB)
<b>2</b>	Section – II	Instructions to Bidders (ITB)
<b>3</b>	Section – III	General Conditions of Contract (GCC)
<b>4</b>	Section – IV	Special Conditions of Contract (SCC)
<b>5</b>	Section – V	Schedule of Requirement (SOR)
<b>6</b>	Section – VI	Technical Specifications
<b>7</b>	Annexure – 1	Format of Letter of Bid
<b>8</b>	Annexure – 2	Format for Authorisation to DSC holder
<b>9</b>	Annexure – 3	Format for Manufacturer's Authorisation for Indian Agent
<b>10</b>	Annexure – 4	Format for Security Deposit Bank Guarantee
<b>11</b>	Annexure – 5	Format for Performance Bank Guarantee
<b>12</b>	Annexure – 6	Format of Pre-Contract Integrity Pact
<b>13</b>	Annexure – 7	Format for Bank Details for Electronic Payment
<b>14</b>	Annexure- 8	Format for Proforma For Equipment And Quality Control
<b>15</b>	Annexure- 9	Format of No Claim Certificate

Manager (MM)  
CUG- 9434795424  
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## SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. The offers have to be submitted online through the CIL's e-procurement portal <https://coalindiatenders.nic.in>. The tenderer shall enroll on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only.
2. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website of <http://coalindiatenders.nic.in> failing which the offer is liable for rejection. Bidders should download the complete NIT including the annexures and read carefully before filling the details and uploading the documents.
3. **Requirements for participation in e-tenders**
  - a) PC connected with internet.
  - b) Enrolment of Bidders in e procurement portal <http://coalindiatenders.gov.in>
  - c) The Bidder should possess a Class-2 or Class-3, Digital Signature certificate (DSC) issued by a licensed Certifying Authority (CA) authorized by Controller of Certifying Authority (CCA) which can be traced upto the chain of trust to the Root Certificate of CCA.Details may be seen from subsection i.e. "Resources Required" under the "Downloads" section of the homepage of the portal <https://coalindiatenders.nic.in>.
4. **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 24 x 7 help-desk on 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787 or from Mr Rajib Srimany, FMP (M- 8695467690) and Mr Sayed Maruf Ahammad Kirmani (M-9775650846), FMPs posted in MM Deptt, ECL (Hq) at Email: [eclmmeprocurement@gmail.com](mailto:eclmmeprocurement@gmail.com). All queries will be answered in English / Hindi only.
5. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-certified English translation must be furnished which shall govern the interpretation of bid.
6. **Communication:** All communication sent by ECL as well as the e-procurement portal thro' post/fax/e-mail shall be deemed as valid communication. All notices to the bidders shall be sent only by e-mail during the process of finalization of tender by ECL as well as e-procurement service provider. Hence the bidders are required to indicate their valid corporate e-mail- id and mobile no. of authorized representative for communications through e- mails / SMS alerts (if any).
7. **Bid Submission:** The bidder shall upload its bids online in the e- procurement portal within the stipulated due date and time of tender submission as indicated in IFB. No offline bid shall be accepted. The bidders will have to upload Technical Parameter Sheet (TPS) and scanned copies of various documents required for eligibility and all other documents as specified in NIT, in different folders under Cover-I (Technical Cover). Only the Price-bid/ BOQ should be uploaded in Cover-II (Finance Cover).

- 8. Technical Cover:** Technical Cover shall contain information; documents sought in technical and commercial sections of the NIT along with acceptance of technical & commercial terms of the NIT, but shall not contain the price. The Technical Cover shall consist of the following templates and folders available in the portal which shall be downloaded and subsequently shall be uploaded by the bidder after filling the same.
- a) Technical Parameter Sheet (TPS)
  - b) Commercial Parameter Sheet (CPS)- as part of TPS.
  - c) General Technical Evaluation (GTE),
  - d) LOB DOCS folder
  - e) EMD DOCS folder-applicable only for foreign bidder for offline payment of EMD
  - f) TECHNICAL DOCS folder
  - g) COMMERCIAL DOCS folder
- 9. Technical Parameter Sheet (TPS BoQ1):** A Technical Parameter Sheet in Excel format (password protected) containing the technical specification parameters for each item to be tendered will be uploaded by TIA during tender creation. This will be downloaded by the bidder and they will furnish all the required information on this file and upload the same file during bid submission. TPS which is incomplete and not submitted as per instructions will be rejected.
- 10. Commercial Parameter Sheet (CPS):** A Commercial Parameter Sheet, will also be designed by TIA containing the commercial details and other parameters. The CPS will be uploaded by TIA either as a separate sheet or part of the TPS. The bidders will have to fill in the CPS also and upload the same along with supporting documents.
- 11.** 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 'COMPLIED'.
- 12. General Technical Evaluation:** The bidder will have to fill-in GTE available in portal online while submitting its bids.
- 13. Finance Cover:** The finance cover containing the Bill of Quantity (BOQ)/price bid will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder who will quote the rates, taxes & duties etc. for the offered items on this Excel file. Thereafter, the bidder will upload the same during bid submission in cover-II. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instructions will be rejected.
- 14. Modification/ Withdrawal of Bid:** Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the end date and time of bid submission.
- 15.** Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required in the relevant clauses) shall be uploaded along with the offer as

per tender requirements at relevant folders. However, if necessary, bidder has to submit the originals to ECL on demand for verification.

16. Supporting documents including certificates and test reports should be valid on the date of opening of tender else the offer shall be considered invalid. Certificates, Test reports, if any submitted with offer should be dated prior to the date of tender opening.
17. No additional documents except those required by NIT, containing response to the terms of the NIT should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet shall be ignored.
18. **Letter of Bid (LOB):** The bidder shall furnish the letter of bid in the format enclosed at **Annexure-1** in their company letterhead. The LOB should be signed by an authorized person of the company. The signatory of the LOB should bid online with the DSC issued in his name. If the Online bidder (DSC holder) is a different person from the signatory of LOB, then authorization in favour of DSC holder would be required as per **Annexure-2**. Scanned copy of the signed LOB along with authorization of DSC holder (if required), should be uploaded in the folder “LOB DOCS”.
19. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable.
20. The Bidder should examine all instructions, forms, formats, terms and specifications in the Bid Document. Failure to furnish all information/ documents/ certificates required by the Bid Document will be at the Bidder's risk and it may result in rejection of its bid.
21. **Due date of opening of Bid:** Bids will be opened online at the scheduled date and time as mentioned in IFB. In the event of the scheduled due date of opening of bids being declared as a closed holiday for Purchaser's office or due to Force Majeure reasons, the due date for opening of bids will be the next working day at the scheduled time.
22. **Extension of due date of tender:** ECL reserves the right to extend the due date of tender as deemed fit on case to case basis by issue of corrigendum through portal. One Extension of bid submission date by four days in case of number of bids received is less than three, will be done automatically by the system. In case no offer is received, tender will be cancelled. The information of cancellation of the tender will be uploaded on the e-procurement portal through corrigendum.
23. **Amendment of tender:** ECL reserves the right to re-tender/cancel a tender or amend the tender details at any time before due date of tender by issue of corrigendum through portal. A minimum of 15 days should be available after issue of corrigendum for submission of bid/ revised bids.
24. **Clarification of Bid Documents:** The bidder may seek clarification within the period specified in the bid document. The clarifications may be asked from the next day of e-publication of NIT. The last date for seeking clarification will be up to 15 (fifteen) days before the last date of submission of bid and the last date of giving clarification will be up to 7 (seven) days before the last date of submission of bid. In case of Limited Tender

Enquiry, clarification can be sought within 3 (three) days from the day of e-Publication of the NIT, and the response has to be given within the next 3 (three) days. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received within the period specified in the Tender Enquiry.

**25. Undertaking by the Bidder:** 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, 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.

## **26. Eligibility of Bidders**

a) The bidder shall be either Indian/Foreign manufacturer of the tendered items or an Indian agent of an Indian manufacturer or an Indian agent of a foreign manufacturer.

As per O.M. no. F.12/17/2019-PPD dt. 29.10.2020 issued by DoE, MoF, GOI, the above restriction of Rs.200 Crore shall not be applicable for procurement of spares parts of the equipment / Plant & Machinery etc on nomination basis from OEM/OES or OPM as no competitive tenders are invited in such cases.

b) The Indian/foreign manufacturer shall have to submit documentary evidence like ISO-9001 certificate and/or manufacturing licence/certificate. GST Registration certificate, certificate of incorporation/registration etc issued by government authority of manufacturer's country to establish that they are manufacturer of the tendered item with offered capacity.

c) If the Indian/foreign manufacturer does not quote directly as a matter of its corporate policy, the authorized Indian agent of an Indian manufacturer or an Indian agent of a foreign manufacturer may be allowed to quote in the tender on their behalf based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization as per **Annexure-3**. However, the Indian agent shall also upload the eligibility documents of the Indian/foreign manufacturer as per para (b) above.

d) Indian Office or Indian Subsidiary of a Foreign/ Indian Manufacturer is also eligible to quote. In such case the bidder shall **upload relevant documents** in the "Commercial Docs" folder to prove their status as Indian office of the foreign manufacturer or Indian subsidiary of the foreign / Indian manufacturer along with tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization as per **Annexure-3**. The Indian Office or Indian Subsidiary of a Foreign/ Indian Manufacturer shall also upload the eligibility documents of the Indian/foreign manufacturer as per para (b) above in the "Commercial Docs" folder.

e) In case of offer from foreign manufacturers involving Indian agents, such bidder shall submit the following pre-existing documents in the "Commercial Docs" folder at the time of tender opening:

- 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.
- f) The manufacturer is also required to submit a certificate that it is not quoting in the tender directly as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization; it shall be liable for penal action as per provision of CIL Purchase Manual 2020. This declaration is built-in Annex-3.
- g) If at any stage, it is found that agency commission has been paid by any principal without declaring the agent, the commission will be recovered with interest. Action should also be taken against the principal as per provisions of CIL Purchase Manual 2020. This declaration is built-in Annex-3
- h) The manufacturer shall also submit a certificate that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of this Manual. This declaration is built-in Annex-3
- i) 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.
- j) One manufacturer can authorize only one agent. If an agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product.
- k) The business entity of the Indian agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. This declaration is built-in Annex-3.
- l) The value of order in foreign currency shall be paid directly to the manufacturer. In case there is involvement of an Indian Agent, the payment of the Indian Agency commission will be made to Indian Agent directly by ECL in equivalent INR limited to the percentage indicated in the Agency Agreement or 5% of FOB value (FOB value is exclusive of Agency Commission), whichever is lower.
- m) The term 'Agent' broadly includes Distributor, Dealer and Channel Partner etc.
- n) In cases where value of service component is more than 10% of the total estimated value of the complete package of goods and services, the average Annual Financial Turnover of the bidder during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the total estimated value of the tender. This declaration is in-built in the LOB which shall be filled up by bidder. Also, a certificate from a registered chartered/cost accountant certifying the above should be submitted.
- o) **Collaboration and License Agreements**

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

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

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

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

The agreements/ MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act. A notarized copy of collaboration agreement/MOU, duly registered in India as above and undertaking of principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded along with the offer.

- 27. Banned or Delisted or Debarred or 'Put on Holiday' Suppliers:** The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as nonresponsive. This declaration is in-built in the LOB which shall be filled up by bidder.

**28. Micro Small & Medium Enterprise (MSE):**



- a) In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 and subsequent Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 dated 09.11.2018, MSEs registered with either District Industries Centers (DIC) or KVIC or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or having Udyog Aadhaar Memorandum are eligible for benefits listed under the above Public Procurement Policy. Entrepreneurs Memorandum (EM-II) signed by DIC is also being used for such purpose.
- b) In terms of MSME's OM No. 21(2) 12016-MA dated 18.02.2016, all MSEs who are having Udyog Aadhaar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for MSEs Order, 2012.
- c) MSEs would be treated as owned by SC/ ST entrepreneurs if:
  - i. In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - ii. In case of partnership MSE, the SC/ ST partner(s) shall be holding at least 51% shares in the unit.
  - iii. In case of Public Limited Companies, at least 51% share shall be held by SC/ ST entrepreneurs at any given point of time.
  - iv. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- d) 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.
- e) 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.

**29. STARTUPS:** Start-ups 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].

**30. Ancillary:** MSE manufacturers enlisted as ancillary unit of ECL for specific items should possess valid ancillary registration certificate issued by ancillary cell of ECL for the tendered item.

**31. Make in India:** Under 'Make in India' policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018 and 29.05.2019) of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

32. This tender document complies with Public Procurement (Preference to Make in India) Order, 2017 and Public Procurement Policy for MSEs Order, 2012, as amended till date.

### 33. Earnest Money Deposit

a) Earnest Money Deposit (EMD) is also known as Bid Security. Primary objective of EMD is to ensure the earnestness of the bidders in the participation of the procurement process. EMD will act as a deterrent against the bidder withdrawing or altering his bid during its validity. EMD shall be interest free.

b) (i) EMD should be submitted by the bidders except those who are registered with CIL / Subsidiary Company, Ancillary units of subsidiary company, NSIC, MSEs, Startups and Central/ State Government Organizations/ PSUs irrespective of the stores for which they are registered.

(ii) In case of Single Tender Enquiry - both with PAC and without PAC, EMD will not be applicable. EMD will also be exempted for OEM/ OES or their authorized agent participating in Open/Limited tenders for procurement of Spare Parts for their equipment.

(iii) Submission of EMD is exempted for a tender value upto Rs. 2 lakhs. Amount of EMD is indicated under IFB.

c) In case of exemption of EMD, the self-attested scanned copy of document in support of exemption will have to be submitted by the bidder during bid submission which will be verified along with bid documents.

d) The domestic bidder shall deposit EMD online within the last date and time for submission of online offer. In the Online mode, the bidder can make payment of EMD through payment gateway built-in the portal by net banking or through NEFT/ RTGS from any scheduled Bank.

e) In case of payment through NEFT/ RTGS, the domestic bidder will have to make payment as per the Challan generated by system on e- Procurement portal before submission of bid. The bidder will be allowed to submit its bid only when the EMD is successfully received in ECL designated account and the information flows from Bank to e-procurement system.

f) In case of foreign bidders, they may remit the EMD in equivalent USD to purchaser's account and should upload Transaction reference number /Documentary evidence showing such remittance along with the offer in the folder named "**EMD DOCS**". The remittances of EMD of USD to purchaser's account shall be the net remittance excluding all commissions, costs and charges levied by the intermediary banks. ECL

g) In case of foreign bidders, the EMD has to be deposited offline only within the last date and time for submission of online offer. The bidder shall make offline payment of EMD to the following ECL Bank Account,

1. Account Name: Eastern Coalfields Limited EMD

2. Bank name & branch: Axis Bank, Asansol branch (code-150)
  3. Bank A/C no: 913020054606127,
  4. IFSC Code: UTIB0000150,
  5. Swift Code: AXISINBB213
  6. E-mail: asansol.branchhead@axisbank.com,
- h) EMD must be received in ECL Bank Account before the last date and time of submission of bid failing which online offer will not be considered.
- i) If the net payment credited to ECL bank account, is found to be less than the stipulated EMD amount of the NIT, the bid will not be accepted.
- j) If the bidder **neither** pays the EMD **nor** uploads scanned copy of documents in support of exemption, the offer may be considered as non-responsive and shall not be processed further.
- k) The bank account used by the bidder for submission of EMD should remain active till the complete processing of the tender for refund of the EMD.
- l) Earnest Money will not fetch any interest.
- m) Physical mode of payment i.e. Banker cheques or Demand drafts is not acceptable.
- n) **Refund of Earnest Money Deposit:** EMD furnished by all unsuccessful tenderers shall be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender through e- payment to the bank account number used by the bidder for remittance of EMD. EMD of the successful tenderer shall be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract.

The EMD of successful bidder and also foreign bidders will be refunded through e-payment for which the bidders will have to upload the Mandate Form with Bank details. In case of e-procurement, EMD of unsuccessful bidders will be refunded through e-procurement portal/system.

- o) **Forfeiture of Earnest Money Deposit:** The EMD shall be forfeited:
- (i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
- (ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
- a) Fails to sign the contract within 30 days from the date of notification of award; or Fails to submit order acceptance within 30 days from the date of order; or Refuses to accept/execute the contract
  - b) Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

**34. Offer Validity:** The offer of the tenderers shall remain valid for **120 days** from the date of opening of the bids. ECL reserves its right to seek further extension of the validity period of the offer.

**35. Firm Price:** Price should be firm till delivery. Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.

**36. Taxes & Duties:**

- a) Taxes and duties shall be payable extra as legally leviable. Further, in case of reduction in the tax structure, the benefit shall be passed on to ECL.
- b) *“Appointed day” means the date on which the provisions of GST Acts shall come into force;*
- c) **Supplier** – *“supplier” in relation to any goods or services or both, shall mean the person supplying the said goods or services or both and shall include an agent acting as such on behalf of such supplier in relation to the goods or services or both supplied;*
- d) Bidders are liable to be registered under GST. Unregistered firms are not allowed to participate in this tender and bids submitted by unregistered firms, if any shall be ignored. EMD submitted by such bidders, if any, shall be forfeited.
- e) Composition Scheme: As per Section 10(2)(c) & Section 10(2)(e) of CGST Act, supplier of goods if “engaged in making any inter-State outward supplies of goods OR he is a manufacturer of such goods as may be notified by the Government on the recommendations of the Council”, then he shall not be eligible for a bid under Composition Scheme. Where the bidder has opted for composition levy under Sec 10 of CGST Act, he should declare the fact while bidding and submit a certificate from practicing chartered accountant / cost & management accountant / company secretary to this effect along with GST registration certificate.
- f) Bidders should upload GST registration certificate in the folder “COMMERCIAL DOCS” under the Technical cover.
- g) CGST & SGST: For intra-state sale, if the bidder is having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state, then CGST and SGST shall be payable to the bidder as per prevailing CGST and SGST rates.
- h) IGST: For inter-state sale, if the bidder is not having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state of dispatch, then IGST shall be payable as per prevailing IGST rates.
- i) GST Compensation Cess: Normally GST Compensation Cess is not applicable for the items purchased by ECL except for Motor vehicles. For purchase of Motor vehicles GST Compensation Cess shall be paid as per prevailing rates.

- j) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN 20AAACE7590E3ZX of ECL in case of supply to Areas/units of ECL within the state of Jharkhand and GSTIN 19AAACE7590E1ZI of ECL in case of supply to Areas/units of ECL within the state of West Bengal. 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. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.
- k) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that ECL could be able to avail Input tax credit of such CGST, GST, IGST, GST (compensation to state cess) reflected in the invoice.
- l) ECL avails Input Tax Credit as per GST Act and rules framed there under for the goods/services for which the same is available. Tenderers are therefore advised to quote CGST & SGST or IGST applicable on the quoted items separately. While comparing the quoted prices, ITC shall be taken into consideration and comparison will be made accordingly. Bidders on whom orders are placed should submit transporter copy of invoice at the time of supply of material wherever ITC is applicable.
- m) If ECL 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 the supplier of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST shown in the invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes based on such tax invoice shall be recovered from the current bills or any other dues of the supplier.
- n) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of ECL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under. Payment of GST and GST compensation cess is the responsibility of the supplier.
- o) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of ECL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- p) In addition to above, such duties, taxes, levies etc. which is notified after the last date of submission of bid and / or any increase over the rate existing on the last date of submission of bid shall be reimbursed on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes, levies etc the same shall become recoverable from the supplier. The details of such duties, taxes, levies etc along with rates shall be declared by the bidder.

- q) The e-way bill, if any, required in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill would be arranged by ECL if provision of the relevant Act and the rules there under specifically state that the e-way bill is required to be issued by recipient of goods.
- r) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.
- s) **Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture:** GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.
- t) Ministry of Finance, Govt. of India has introduced the Sec 194Q, wherein, any person, being a buyer who is responsible for paying any sum to any resident\* (hereafter in this section referred to as the seller) for purchase of any goods of the value or aggregate of such value exceeding Rs. 50 lakhs (fifty lakh Rupees) in any previous year, shall, at the time of credit of such sum to the account of the seller or at the time of payment thereof by any mode, whichever is earlier, deduct an amount equal to 0.10 percent of such sum exceeding fifty lakhs rupees as income-tax. \*(This section is not applicable where the Buyer is non- resident)
- u) “Buyer” means a person whose total sales, gross receipts **or turnover from the business carried on by him exceed Ten Crore Rupees during the financial year immediately preceding the financial year** in which the purchase of goods is carried out, not being a person, as the Central Government may, by notification in the Official Gazette, specify for this purpose, subject to such conditions as may be specified therein.
- v) As per sec 194Q(5) of the income Tax Act,  
The provisions of this section **shall not apply** to a transaction on which:  
(i) Tax is **deductible under any of the provisions** of this Act; and  
(ii) Tax is **collectible under the provisions of section 206C other than a transaction to which sub-section (1H) of section 206C(#) applies.**

It implies, that the section is applicable on the transactions to which sec 206(1H) applies. Thus, if on a transaction TCS is required under sub-section (1H) of section 206C as well as TDS under this section, then on that transaction only TDS u/s194Q shall be deducted.

(#) As per Sec 206C(1H), Every person, being a seller, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, other than the goods being exported out of India or goods covered in sub-section (1) or sub-section (1F) or subsection (1G) shall, at the time of receipt of such amount, collect from the buyer, a sum equal to 0.1 per cent of the sale consideration exceeding fifty lakh rupees as income-tax.

Here "seller" means a person whose total sales, gross receipts or turnover from the business carried on by him exceed 10 crore rupees during the financial year immediately preceding the financial year in which the sale of goods is carried out.)

- w) As the Turnover of M/s Eastern Coalfields Ltd (PAN: AAACE7590E) is above Rs 10.00 crore in the previous Financial Year thus, M/s Eastern Coalfields Ltd (PAN: AAACE7590E) qualifies as “Buyer” as defined under sec 194Q of the Income Tax Act 1961 (mentioned above). Hence, if the total value of purchase of Goods by M/s ECL in a financial year exceeds Rs 50.00 Lakh, then M/s ECL will deduct TDS u/s 194Q and TCS u/s 206(1H) will not be applicable.
- x) The threshold of fifty lakh rupees is with respect to the previous year, calculation of sum for triggering TDS under section 194Q for F.Y. 2021-22, shall be computed from 1st April, 2021. Hence, if a person being buyer has already credited or paid fifty lakh rupees or more up to 30th June 2021 to a seller, the TDS under section 194Q shall apply on all credit or payment during the previous year, on or after 1st July 2021, to such seller.
- y) If the component of GST comprised in the amount payable to the seller is indicated separately, tax shall be deducted under section 194Q of the Act on the amount credited without including such GST.

### 37. Price Bid/BOQ details

- A) **BOQ details:** The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) 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 and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him in the bill of supply & shall mention the words “composition taxable person, not eligible to collect tax on supplies” at the top of the bill of supply issued by him. The price bid / BOQ shall comprise of the following sheets.
  - 1. **BOQ1:** This is first sheet of the price bid. Bidders are not required to fill up any data or price in this sheet. Bidders willing to quote only in INR, shall select INR from the drop out menu available in this sheet. Bidders willing to quote only in mixed currency (foreign and INR), shall select the foreign currency from the drop out menu available in this sheet. This sheet shall be automatically filled as per data entered by the bidder into either of the following sheets i.e. **BOQ\_INR or BOQ\_Other.**
  - 2. **BOQ\_INR:** Bidders offering price in INR shall use this excel sheet. Bidders will fill all the required data and price element in the designated cells as per scope of BOQ. The landed cost considering all taxes and duties and with set-offs for applicable **Input Tax Credit** shall be calculated automatically by the excel sheet. **BOQ\_INR may be a single sheet or multiple sheets depending on the scope of supply.**

3. **BOQ\_Other:** Bidders offering price in foreign currency shall have to quote in any one of the five currencies, USD/Euro/GBP/JPY/AuD and shall use this sheet. Bidders will fill all the required data and price element required data and price element in the designated cells as per scope of BOQ. The landed cost considering all taxes and duties and with set-offs for applicable *Input Tax credit* shall be calculated automatically by the excel sheet. “BOQ\_Other” may be a single sheet or multiple sheets depending on the scope of supply.
4. If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered unless the charges for an item/ product is included elsewhere in the price bid and a specific mention in this regard is made in the bid.

**B) Domestic offer:** If the offer is in INR (BOQ\_INR), the tenderer has to fill up the following data in the excel sheet,

- i. HSN code of the tendered tem,
- ii. Basic price of the tendered item and other incidental charges like packing & forwarding, freight and insurance charges etc; as per scope of BOQ,
- iii. Type of GST charged on basic price i.e IGST OR ‘CGST plus SGST’
- iv. Rate of GST applicable on Basic price,
- v. GST compensation cess- rate and amount, if applicable for tendered item,
- vi. Any other details as per requirement of BOQ

The BOQ\_INR has built-in validation and calculation formulae wherever required to arrive at landed price. Input tax credit (ITC) has been considered equal to GST amount paid on total price. Based on the data filled in by tenderer, system shall calculate the landed price and deduct all the ITC amounts for arriving at ‘composite evaluated price’ for deciding L1 bidder. The bidder must not attempt to edit the locked cells.

**C) Foreign offer on CIP basis:** The prices to be quoted by the foreign manufacturers shall be quoted on CIP (Final Place of Destination) basis for delivery at final destination with break-up as per scope of BOQ and in the following manner:

- i. The foreign manufacturers shall quote the prices on CIP (Final Place of Destination) basis as per scope of BOQ. The value of order in foreign currency shall be paid directly to the manufacturer.
- ii. Under CIP (Final Place of Destination) basis contract, it is the responsibility of the supplier to deliver the goods at the named place of destination at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the named place of destination. ECL has no obligation to the supplier on these accounts. However, ECL will provide the supplier upon request, with necessary information for obtaining insurance.
- iii. In quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or insurance agency.
- iv. The FOB price, CIF price, Customs Duty, Social Welfare Surcharge on CD, Port clearance, forwarding charges, Inland transportation etc to clear goods through Customs and incidental to delivery upto Final Place of Destination should also be provided by the bidder in its bid. The goods should be shipped on marine freight pre-paid upto port of destination and insurance pre-paid from seller’s warehouse to final place of destination.



- v. The Port clearance, forwarding charges Inland transportation etc to clear goods through Customs and incidental to delivery upto Final Place of Destination should be quoted in INR only and shall be borne by the supplier. Transportation of goods is to be done through registered common carriers only.
- vi. The purchaser will pay only Customs Duties applicable to imported goods. All activities to clear goods through Customs and transport to Final Place of Destination will be undertaken by the supplier at its cost. Payment in respect of Custom Duties properly levied on the CIF value of the imported goods shall be made in local currency in the following manner:
  - a) The supplier shall submit Check List with appropriate HSN Code along with a copy each of the supplier's invoice, freight bill and insurance bill well in advance to the C&F Deptt. of CIL,
  - b) After examination, the C&F Deptt. of CIL will inform the supplier the correctness of leviable customs duties for preparation of Bill of Entry,
  - c) Thereafter, the supplier will submit the final Bill of Entry to the C&F Deptt., CIL for payment of Customs Duties to Customs Authorities,
  - d) C&F Deptt., CIL will pay Customs Duty directly to Commissioner, Customs by Account Payee Cheque / Electronic Fund Transfer,
  - e) After payment of customs duty by CIL, the supplier will arrange clearance of goods at Port. After final clearance of goods at Port, the supplier will submit duplicate Bill of Entry to HOD, C&F Deptt. of CIL.

**D) If case of CIP offer, the tenderer has to fill up the following data in the excel sheet (BOQ\_Other),**

1. Country of origin
2. HSN code of the tendered tem,
3. Currency of quote out of 5 currencies i.e USD, AuD, Euro, GBP and JPY
4. FOB price of the equipment in foreign currency
5. CIF price of the equipment in foreign currency
6. Customs duty rate applicable on Assessable value i.e CIF price and Social Welfare Surcharge rate on Customs duty.
7. IGST rate applicable on (CIF price + CD amount+ Social Welfare Surcharge amount),
8. Port clearance charges,
9. GST type, rate and amount on Port clearance charges,
10. Inland transportation charges
11. GST type, rate and amount on inland transportation charges,
12. Rate of Indian agency commission or similar charges included in FOB price as percentage of FOB price,
13. GST type and rate applicable on Indian agency commission or similar charges,
14. Any other details as per requirement of BOQ

The "BOQ\_Other" has built-in validation and calculation formulae wherever required to arrive at landed price. The bidder must not attempt to edit the locked cells.

Input tax credit (ITC) has been considered on all GST amount paid as per scope of BOQ. Based on the data filled in by tenderer, system shall calculate the landed price and deduct all the ITC amounts for arriving at composite evaluated price for deciding L1 bidder.

### 38. Price bid evaluation

a) 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 manner suggested above.

b) The prices quoted shall be compared on 'composite evaluated price' basis i.e., on "TOTAL COST TO ECL" basis after adding all quoted price elements along with GST amount and allowing set-offs on account of Input Tax credit, if applicable for the tendered items as per scope of BOQ.

The Input Tax Credit on all GST amounts shall be deducted from landed price to arrive at the composite evaluated price, in case ECL is eligible to avail the benefit of ITC of tendered items as per GST Act and rules framed there under.

c) The composite evaluated price thus calculated by the system shall be reflected in the BOQ and the same shall be considered by the system for deciding L1 which would be indicated under the heading "Rate with Tax" in the BOQ comparative chart.

d) If at a later stage, it is found that Input Tax Credit available to ECL is less than the amount considered for evaluation, the difference shall be recovered from the bills of the supplier.

e) Conditional discount, including quantity discounts, shall not be considered. If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered may be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.

f) If offers have been received containing different currencies (as in the case of purchasing imported goods), all the quoted prices (with different currencies) shall be converted into a single currency for evaluation and comparison of offers on equitable basis. For this purpose, all such quoted prices shall be converted into Indian rupees, as per the "Bill Selling Rate" of State Bank of India or in case of non-availability of SBI rate, the reference rate as available from RBI website prevailing on the price bid opening date.

g) For indigenous offer, unless otherwise specified by the bidder, evaluation of bids shall be made taking the rates of GST and GST Compensation Cess (if applicable for the tendered item) applicable on the date of opening of price bid. Input Tax Credit as applicable on the offered items shall be taken in to consideration while arriving at the 'composite evaluated price'

h) In case of import offer, the bidder will be required to quote on CIP (Final Place of Destination) basis indicating the break-up as per BOQ\_Other. The conversion from FOB port of shipment price quoted in foreign currency to landed price in Indian Rupees at the final destination shall be made in the following manner

i) The FOB price at port of dispatch as well as CIF price at port of destination shall be quoted by the bidder in the BOQ\_Other.

j) The system will calculate Assessable Value (AV) i.e. CIF price.

k) The prevailing rates of Customs Duty (CD), Social Welfare Surcharge (SWS) and IGST shall be filled by bidder in the BOQ. The CD loaded on AV, SWS and IGST

there-off will be calculated by the system. The system shall calculate the CIF+CD+SWS+IGST amount in foreign currency.

- l) **GST** payable on Indian agency commission (IAC) calculated in foreign currency will also be added with CIF+CD +SWS+IGST amount by the system.
- m) The bidder shall quote port clearance, forwarding charges, inland freight up to destination in INR in the respective columns of BOQ along with type and rate of GST payable on such price elements as per scope of BOQ.
- n) The bidder shall quote installation and commissioning charges, if applicable separately in INR in the respective columns of BOQ along with type and rate of GST payable on such price elements as per scope of BOQ.
- o) The Net landed price shall be separately calculated in the BOQ for foreign currency component as well as INR component shall be calculated as under,
- p) Net Landed price in foreign currency= (CIF+CD+SWS+IGST+**GST** payable on IAC etc as per scope of BOQ) less all Input tax credit available against all GST amount,
- q) Net Landed price in INR= (Port clearance+forwarding charges+ inland freight up to destination + GST payable on all such charges etc as per scope of BOQ) less all Input tax credit available against all GST amount.
- r) The net landed price in foreign currency shall be converted in INR by the exchange rate fed into the system by TIA during opening of the price bid. The data may be obtained from RBI/SBI website or directly from Bank.
- s) The net landed price in foreign currency converted in INR shall be added to Net Landed price in INR calculated separately in the BOQ to arrive at the “Composite Evaluated Price” which shall be considered for deciding L1 status. The “Composite Evaluated Price” in INR shall be reflected only in BOQ1 and shall be indicated under the heading “**Rate with Tax**” in the BOQ comparative chart.

### **39. General guidelines and Process Flow for tender value less than Rs. 50 Lakh.**

- a) ~~On scheduled date & time of tender opening and upon opening of the tender by the bid opening team, System automatically evaluates particulars as contained in GTE and TPS.~~
- b) ~~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.~~
- c) ~~Supportive documents of L-1 bidder shall be downloaded for evaluation by the TIA.~~
- d) ~~After evaluation of the uploaded documents, confirmatory documents, if required, are sought from the L-1 bidder. For this purpose, maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents.~~

- e) ~~If the techno-commercial acceptability of the system generated L-1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by the TC. If the L-1 bidder and/or is found to be not techno-commercially acceptable upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained, if required. This process continues sequentially till techno-commercially acceptable L-1 is established.~~
- f) ~~If the qty. offered by L1 bidder is less than tender qty, then the supportive documents L2 bidder shall also be downloaded and both the offers shall be evaluated parallelly and the same process as above shall be repeated to cover the entire tender qty. This process continues sequentially till full tender qty is covered.~~
- g) ~~Supportive documents of other bidders who are exempted from submission of EMD, shall also be downloaded for identification of MSE/Ancillary firms and the same process as above shall be repeated for MSE/Ancillary firms to allow purchase preference to MSEs/Ancillaries as per NIT.~~
- h) ~~Exchange rate: The exchange rate prevailing on the bid opening date, shall be fed to the system by the TIA during opening of the bid. The data may be obtained from RBI/SBI website or directly from banks.~~

#### **40. General guidelines and Process Flow for Tender cum Reverse Auction-for tender value Rs 50 Lakhs and above**

- a) Tenders to be issued from ECL HQ, having tender value of above Rs. 50 lakhs shall follow reverse auction process. However, no reverse auction will be conducted in case of single / proprietary purchase. The reverse auction process shall be as under;
- b) On scheduled date & time of tender opening and upon opening of the tender by the bid opening team, e-procurement System automatically evaluates particulars as contained in GTE, TPS and other Commercial Parameters (to be combined in TPS) and shows only the item-wise L1 price.
- c) Reverse Auction will be initiated only amongst system evaluated technically qualified bidders to whom communication shall be sent from the system, after opening of tender.
- d) **Conversion rate:** The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The data may be obtained from RBI/SBI website or directly from banks.
- e) There will be no participation fees for e-Reverse auction.
- f) After opening of the tender, a reverse auction platform is to be created by TIA within two hours of opening of bids. Therefore, bid opening time should be fixed as 11.00 AM in order to ensure that the reverse auction process starts well within the normal working hours on the same day. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

- g) System displays L1 net landed price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. The L1 Price will be the start bid price. The BOQ shall be designed taking into consideration CENVAT Credit, VAT set off etc., or ITC in case of GST as applicable, so that it is reflected in the net landed price.
- h) The L1 price/ start bid price is net landed price/ cost to the company price on which the auction will be initiated.
- i) Item-wise H-1 bid (the highest bid) will be eliminated during price bid opening**, if more than four techno-commercially acceptable bids are available and H-1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H-1 net landed cost/price, the bidder who had submitted/ frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, H-1 elimination will not be applicable to the preferential category of bidder like MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.
- j) The L1 bidder after the reverse auction has to upload the breakup of net Landed Prices online through confirmatory link. The detailed breakup of offered net landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same breakup of prices. While giving the break up, the bidder will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less. The L1 bidder after reverse auction will be responsible to ensure that the net landed rate as per the breakup of prices provided by him after the reverse auction and the L1 net landed rate offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.
- k) To evaluate the net landed price for determining the L1 bidder in different kinds of tenders, the evaluation criteria would be as elaborated in NIT.
- l) The decrement value will be 0.5 % of the start bid price with minimum of Rs.1.00, as the present e-procurement system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. The maximum seal percentage in one go will be fixed as 2% over and above the normal decrement of 0.5% i.e. 2.5% of the start bid price or the last quoted price during reverse auction, whichever is lower.
- m) In order to have ease of submission of reverse auction bid by the bidders, decrement value may be rounded off to nearest value as under:
- (i) For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
  - (ii) For decrement values from Rs. 11/- to Rs. 100/-, rounding off may be made to nearest 10.
  - (iii) For decrement value from Rs.101/- to Rs. 1,000/-, rounding off may be made to nearest 100.

- (iv) For decrement value from Rs. 1,001/- to Rs. 10,000/-, rounding off may be made to nearest 1000 and so on.....
- n) Reverse Auction will be initiated within two hours after opening of price bids. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by twenty minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot, as applicable for the auto extensions of time.
  - o) System provides bidder details along with bid documents at the end of reverse auction process. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
  - p) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the initial price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
  - q) Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be the same as the tender process without reverse auction.
  - r) Business rules like event date, time, methodology of start bid price and bid decrement value, extensions, etc. also shall be indicated in NIT for information of bidders.
  - s) The bid history shall reflect only the net landed price. The net landed price shall also not be same for two bidders even if any bidder makes such an attempt. Net landed price can be the same for two bidders only in case where after e-procurement, none of the qualified bidders participated in the Reverse Auction.
  - t) Only the chronologically last bid submitted by the bidder till the end of the reverse auction shall be considered as the valid price bid of that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering into a contract. Any bid submitted earlier during reverse auction process by the bidder prior to submission of his last bid will not be considered as the valid price bid.
  - u) **Purchase Preference:** If any of the short listed bidders are eligible for purchase preference as per Government policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage and they are otherwise eligible. This will also be applicable to MSEs, Make in India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.
  - v) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
  - w) On expiry of the closing of the reverse auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

x) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. A provision to this effect should be made in the NIT.

y) Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/ e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

z) Supportive documents of L-1 bidder only, shall be downloaded for evaluation by TIA.

aa) After evaluation of the uploaded documents, confirmatory documents, if required, are sought from the L-1 bidder. For this purpose, maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents.

bb) If the techno-commercial acceptability of the system generated L-1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by the TC. If the L-1 bidder and/or is found to be not techno-commercially acceptable upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained, if required. This process continues sequentially till techno-commercially acceptable L-1 is established.

cc) If the qty. offered by L1 bidder is less than tender qty, then the supportive documents L2 bidder shall also be downloaded and both the offers shall be evaluated parallel and the same process as above shall be repeated to cover the entire tender qty. This process continues sequentially till full tender qty is covered.

dd) Supportive documents of other bidders who did not submit EMD, shall also be downloaded for identification of MSE /Ancillary firms and the same process as above shall be repeated for MSE/Ancillary firms to allow purchase preference to MSEs/Ancillaries as per NIT.

41. In all tenders i.e. with or without reverse auction, if the lowest price received after price bid opening with or without reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, LPP etc., the management reserves right to seek justification of the price from the lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.

#### 42. Confirmatory documents:

a) For all tenders, during evaluation and comparison of bids, the purchaser may ask the bidder for clarifications/ shortfall/ confirmatory documents during the evaluation of the bids. For this purpose, maximum 2 chances, first of 7x24 hours duration and second of

5x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents.

- b) The above documents will be specified on-line under the link “Upload shortfall/ confirmatory document” indicating the start date and end date for on-line submission by bidder. The bidders will get this information on their personalized dashboard. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of bid. No separate communication will be 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. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration.
- c) The request for clarification shall be communicated to the bidder via the purchase portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. 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.
- d) 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).
- e) 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. (Example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order may be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder).
- f) All correspondences with the bidder during pre-contract stage shall be without any commitment from the purchaser and all such correspondences shall end with the sentence “*This is however, without any commitment whatsoever at this stage*”.

**43. Penalties for defaulting L1 bidder:** In case of tenders invited in single bid system, following penalties shall be imposed on the defaulting bidders,

- a) If L-1 bidder is a defaulter for part of/ all items for which he is L-1, 100% of EMD amount or Rs.20.00 lakh, whichever is lower, + GST (at applicable rate), is to be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.
- b) In case the defaulter is an EMD exempted bidder or if there remains some unrecovered amount from the bidder who has submitted EMD, on account of forfeiture of EMD with



GST thereon, he will be asked to deposit the equivalent amount including GST, within 7 days of notice, failing which, his disqualification will be extended for another 1 year.

- c) The zone of applicability of penal provisions shall be TIA specific.
- d) The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.
- e) The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions of CIL Purchase Manual 2020.

**44. Distribution of the Quantity:** As per standard procedure, the tender quantity is to be covered on the lowest responsive tenderer (L1) without dividing the same. However, there may be special occasions of purchase of very large quantities of goods which are beyond the capacity of a single bidder or the L1 bidder is unable to take the load of the entire quantity. In such cases, after coverage of quantity on L1 bidder as per its capacity/ offer, the remaining quantity may be ordered on the L2 bidder at the rates offered by the L1 bidder and for this purpose, L1 rates may be counter offered to L2 bidder. If L2 bidder does not accept the L1 rates or is also not able to meet the remaining requirement, then the balance quantity may be covered on L3 bidder and this process may be followed till the entire tender quantity is covered. All such orders are to be placed at the rates offered by the lowest responsive tenders (L1).

#### **45. Purchase under Option Clause against Existing Contract**

- a) Under this clause, the purchaser will reserve the right to increase or decrease the ordered quantity by  $\pm 25\%$ . The increase in quantity shall be at the same rate, terms and conditions. If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them.
- b) With the provision of the Option Clause, coverage for additional quantity upto 25% of offered quantity can be made either by:
  - (i) ordering full 25% quantity at the time of placement of contract;
  - (ii) ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract;
  - (iii) ordering option quantity subsequent to placement of contract but during the currency of contract.Depending on the situation (i),(ii) or (iii), a relevant clause shall be stipulated in the purchase order as per para 16.17 of CIL Purchase manual 2020.
- c) The Purchaser's right to vary the ordered quantity by (+) 25% can be exercised at any time, till final delivery date of the contract even though the quantity ordered initially has been supplied in full before the last date of Delivery Period. In case delivery date is extended in a contract with (+) 25% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

#### **46. Purchase preference for MSEs**

- a) 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.
- b) 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.
- c) Out of 25% of tendered value reserved for MSEs, sub-quota of 4% and 3% shall be earmarked for procurement from MSEs owned by the Scheduled Caste or the Scheduled Tribe (SC/ST) and women entrepreneurs respectively. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirements and LI price, 4% and 3% sub-targets for procurement earmarked for MSEs owned by Scheduled Caste or Scheduled Tribe and women entrepreneurs respectively shall be met from other Micro and Small Enterprises.
- d) 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 L1+15% price band, then 20% quantity shall be distributed among them at LI price.
- e) 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 LI by the MSE concerned.
- f) 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.
- g) 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. To avail MSE purchase preference, the tenderer must be a manufacturer of tendered goods or provider of tendered services.

#### **47. Purchase preference for ancillaries**

- a) In tender, the participating ancillary units within the price band of L1 +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 20% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).
- b) 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.

48. To avail benefit of MSE or Ancillary in a tender, the bidder has to declare upfront in the bid (CPS) as to whether he would like to avail the benefit of MSE or ancillary.

#### 49. Purchase preference under “Make in India” policy

(a) **The definitions** – for the purposes of this clause,

- (i) '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.
- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'.
- (iii) 'Class-II local supplier' means a supplier, whose goods, offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.
- (iv) 'Non - Local supplier' means a supplier, whose goods offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- (v) '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.
- (vi) '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.
- (vii) 'Nodal Ministry' means the Ministry or Department identified pursuant to this **order in respect of a particular item of goods**.
- (viii) '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.

#### (b) **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

- (i) In procurement of all goods 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.
- (ii) 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'. In procurement of all goods, not covered by sub-para b(i) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority.

- (iii) For the purpose of this order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

**(c) Purchase preference:**

- i. Subject to the provision of this order and to any specific instruction issued by the nodal ministry or in pursuance of this order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under,
- ii. In the procurements of goods which are covered by para b(ii) 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:
  - a) 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.
  - b) 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.
  - c) In the procurements of goods, which are covered by para b (ii) above and which are not divisible in nature, 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.

- d) "Class-II local supplier" will not get purchase preference in any procurement undertaken by procuring entities.
- e) Applicability in tenders where contract is to be awarded to multiple bidders – In tenders where contract is awarded to multiple bidder's subject to matching of L1 rates or otherwise, 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. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal ministry, only class I local supplier shall be eligible to bid. As such multiple suppliers, who would be awarded the contract should be all and only 'Class I Local suppliers.
  - ii. In other cases, "Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provision of this order.
  - iii. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I local suppliers' do not qualify for award of contract for atleast 50% of the tendered quantity, purchase preference to be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rates falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I local suppliers' taken in totality are considered for award of contract for atleast 50% of the tendered quantity.
  - iv. First purchase preference has to be given to the lowest quoting 'Class I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraints of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class I local supplier' doesnot qualify for purchase preference because of aforesaid constraints or doesnot accept the offered quantity, an opportunity may be given to the next higher 'Class I local supplier', falling within 20% margin of purchase preference, and so on.
  - v. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class I local supplier' within the broad policy guidelines stipulated in sub-paras above.
- f) **Exemption of small purchases**  
Notwithstanding anything contained in paragraph (b) above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of **Purchase preference under "Make in India" policy.**

**(d) Minimum Local Content**

The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%. Nodal ministry/department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class II local supplier'. For the items, for which Nodal ministry / department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class I local supplier' / 'Class II local supplier' respectively.

**(e) Margin of Purchase preference:** The margin of purchase preference shall be 20%.

**(f) Verification of local content:**

- (i) The "Class-I Local Supplier/Class-II Local supplier" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for "Class-I Local Supplier/Class-II Local supplier", as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (ii) 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.
- (iii) Nodal Ministry 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.
- (iv) Nodal ministries and procuring entities may prescribe fees for such complaints.
- (v) False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (vi) A supplier who has been debarred by any procuring entity for violation of Purchase preference under "Make in India" order dated 16.09.2020 shall not be eligible for preference under this 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.

**(g) Reciprocity Clause:**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. It shall provide such details to all its

procuring entities including CMDs / CEOs of PSEs/PSUs. State governments and other procurement agencies under their administrative control for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the Nodal Ministry / Department as not allowing India 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 / Departmental permitting their participation.

## **50. RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES**

Bidder must refer to the following Office Memorandums of Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

- a) OM no. 6/18/2019-PPD dt. 23-07-2020 amending Rule 144 of GFR, 2017
- b) F.No.6/18/2019-PPD, Order (Public Procurement no. 1) dt. 23-07-2020
- c) F.No.6/18/2019-PPD, Order (Public Procurement no. 2) dt. 23-07-2020
- d) F.No.6/18/2019-PPD, Order (Public Procurement no. 3) dt. 24-07-2020
- e) OM No. F.18/37/220-PPD dt. 08.02.2021
- f) OM No. F.7/10/2021-PPD (1) dt. 23.02.2023, Order (Public Procurement No. 4)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
- II. “Bidder” (including the term “tenderer”, “consultant”, or “service provider” in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder (or entity) 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) 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 persons, has a controlling ownership interest or who exercises control through other means. Explanation---

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management 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 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 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 of ownership.

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Referring to the Office Memorandum, the bidder should confirm the following in the LOB,

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s ..... (name of the bidder)..... is not from such a country and is eligible to be considered".

OR

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s ..... (name of the bidder)..... is from such a country and has been registered with Competent Authority. I hereby certify that .....(name of the bidder)..... fulfils all



requirements in this regard and is eligible to be considered. The evidence of valid registration by competent authority is attached”.

VIII. 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.

IX. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Government of India.

X. In case of Indian Agents is quoting in the Tender, both the Indian Agent and their Principals should submit the above mentioned certificates.

#### **51. Submission of forged documents**

- a) In case the Tenderers submit self-attested copies of registration certificate of NSIC, License from BIS and approval certificate issued by DGMS/ PESO / other Independent Statutory Bodies of Govt of India along with the tender, such documents should normally be accepted by the Dealing Officer as authentic documents without going for any further verification with the original document. However, if later on the documents submitted by the tenderer are found to be fake/forged, the entire responsibility shall be of the tenderer and for which the purchaser shall take such punitive and other administrative actions against the tenderer as are considered deemed fit.
- b) 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.
- c) The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions of CIL Purchase Manual 2020.
- d) ECL reserves its right to physically and by any other method (as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of Business of the tenderer as per extant provisions and rules of Purchase Manual.

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

**53.** ECL do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

**54.** In case of any technical mistake in online offer and NIC confirming that there is no fault from their side, then ECL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by ECL.

**55. Code of Integrity for Public procurement:** The bidder shall have to abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 20202 and a declaration to this extent has been built-in the LOB as well as the Manufacturer’s Authorization for Indian Agents which has to be filled in by the bidder.

**56. Conflict of Interest among Bidders/Agents:** The bidder shall have to certify that there is no Conflict of Interest among Bidders/Agents as defined in para 10.21 of CIL Purchase manual 20202 and a declaration to this extent has been built-in the LOB as well as the Manufacturer’s Authorization for Indian Agents which has to be filled in by the bidder.

**57. Pre-Contract Integrity Pact (for tender value exceeding Rs 2 crore):**

The bidders will have to upload along with their offer, **digitally signed**, Pre-Contract Integrity Pact as per prescribed format, failing which their offer may not be considered. In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

SI	Name of IEM	Address	e-Mail ID	Mobile No
1	Shri V. N. Gaur, IAS (Retd)	45, Panchsheel Judges Society, Pocket – 7, Builders Area, Greater Noida, Gautam Buddha Nagar – 201315	<a href="mailto:vngaur@gmail.com">vngaur@gmail.com</a>	9810388851
2	Shri S Srinivasan, IAS (Retd)	Flat no. D 5 – 107, Block no. 5, V Floor, Kendriya Vihar, B. B. Road (Bangalore – Bellary Road), Yelahanka, Bangalore - 560064	<a href="mailto:s.srinivasan1980@gmail.com">s.srinivasan1980@gmail.com</a>	9483536100

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).

The Integrity Pact format is given in Annexure-6. The scanned copy of Integrity Pact should be uploaded in the Folder named “COMMERCIAL DOCS” provided in the e procurement portal.

**58.** The e-procurement shall also be guided by the provisions of CIL Purchase Manual 2020 and its subsequent amendments if any which are available in the CIL website [www.coalindia.in](http://www.coalindia.in).

**59.** Notwithstanding anything contained herein above, ECL reserves the right to follow any guideline or instruction received from the Government or any statutory body from time to time.

**60. Check list of Documents to be uploaded in Technical Cover**

The Bidder shall upload the scanned copies of the following documents in marked folders/spaces in **Technical Cover** as mentioned below:

Sl.	Document	NIT Ref	Folder name
1	Letter of Bid (LOB)-Annex-1 along with certificate of Chartered/Cost accountant (if applicable)	ITB- 18	LOB Docs
2	Authorisation to DSC Holder (if applicable)-Annex-2	ITB- 18	LOB Docs
3	Proof of manufacturing capacity of tendered items	ITB-26(b)	Commercial Docs
4	Manufacturer's authorization for Indian agent-Annex-3	ITB-26(c)	Commercial Docs
5	Documents in support of Indian office or Indian subsidiary of manufacturer	ITB-26(d)	Commercial Docs
6	Documents in support of Indian agent of foreign manufacturer	ITB-26(e)	Commercial Docs
7	Documents in support of Collaboration and License agreement of Indian agent of foreign manufacturer	ITB-26(o)	Commercial Docs
8	Proof of MSE status to avail benefits applicable for MSE	ITB- 28	Commercial Docs
9	Proof of Start-up status, to avail benefits applicable for Start-up	ITB- 29, SOR-8	Commercial Docs
10	Proof of Ancillary status to avail benefits applicable for Ancillary	ITB- 30	Commercial Docs
11	EMD exemption documents	ITB-33(b)	EMD Docs
12	GST Registration Certificate	ITB-36(f)	Commercial Docs
13	<del>Auditor's certificate for tender value above Rs 10 crore as per Make in India policy</del>	<del>ITB-49(f)</del>	<del>Commercial Docs</del>
14	Pre-Contract Integrity Pact as per Annexure-6	ITB-55	Commercial Docs
15	Latest Purchase order copy	SCC-8(b)	Commercial Docs
16	Lowest Price certificate	SCC-8(d)	Commercial Docs
17	Bank Details for Electronic Payment as per Annexure-7	SCC-4	Commercial Docs
18	Any other documents as per GCC and SCC	Section-III & IV	Commercial Docs

### **SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Definitions**

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

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) "GCC" means the Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.
- o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
- q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.
- r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.

- s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) "Site" 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
    - v. the purchaser for guidance of the Inspector;
  - vi. Trade pattern denoting a standard of the ISI or other standardising authority or Coal
  - vii. India Ltd. and/ or any of its subsidiary companies or a general standard of the industry
  - viii. and obtainable in the open market;
  - ix. Proprietary make denoting the product of an individual manufacturer;
  - x. Any other details governing the construction, manufacture and/or supply as existing in
  - xi. the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

## **2. Application**

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

## **3. Standards**

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

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

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the

Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.
- 4.3. Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **5. Patent Rights**

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

## **6. Security Deposit**

- 6.1. The successful tenderers will have to submit Security Deposit for the 5% 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 deposited through RTGS / NEFT / IMPS / e-BG / other digital modes 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.
- 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 5% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- 6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's if during execution of the contract, performance is to be kept recorded for future dealings with them. Further, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- 6.7. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, 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) shall be levied subject to a maximum of 5% of the contract value.

- 6.8. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- 6.9. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- 6.10. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- 6.11. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
- 6.12. The SDBG will be submitted Through Structured Financial Management System (SFMS).

## **7. Performance Bank Guarantee**

- 7.1. Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Performance Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
- 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 i.e. 33 months.
- 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 with the approval of concerned HOD (MM) / Area GM after expiry of validity period after obtaining the following:

- (i) 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
- (ii) 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-9.

- 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, atleast 30 days in advance will be given for inspection.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof



to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

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

## **9. Packing and Marking**

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

- 9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.
- 9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.
- 9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.
- 9.5. Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:
  - i. Project;
  - ii. Contract No;
  - iii. Country of origin of Goods;
  - iv. Supplier's name;
  - v. Packing list Reference Number;
  - vi. The gross weight, net weight and cubic measurement;
  - vii. Consignee Name and Address;
- 9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

## **10. Delivery and Documents**

- 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 insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance”.

## **12. Transportation**

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

## **13. Warranty**

- 13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- ~~13.2. This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment. However, in case of other Goods, warranty shall remain valid for 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**

14.1. Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in SCC.

**14.2. Payment for Indian Agency Commission**

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

- (A) Copy of foreign principal's invoice.
- (B) Copy of bill of lading.
- (C) Certificate from State Bank of India regarding Bill selling 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.

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

**15. Changes in Order**

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

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

**16. Contract Amendments**

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

## **17. Assignment**

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

## **18. Subcontracts**

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

## **19. Delays in the Supplier's Performance**

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

## **20. Liquidated Damages**

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

appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance.

The supplier shall not be entitled to any gain on any such purchase.

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

## **21. Termination for Default and breach of contract**

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

- a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- c. If the Supplier, in the judgement of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

- 21.2. Code of Integrity for Public Procurement (CIPP):

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

The following practices would amount to violation of CIPP:

- i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- iii. "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv. "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business

- transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi. "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

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

## **22. Force Majeure**

- 22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.
- 22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.
- 22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.
- 22.7 The contract shall be governed by the following Force Majeure Clause:



*“If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract 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, licence fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

## **27. Limitation of Liabilities**

Except in cases of criminal negligence or willful misconduct;

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

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

*“Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in the Department of Public Enterprises:*

*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. 05/0003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both parties.”*

- 28.2 In case of contract with parties other than above Agencies, the following Arbitration & Conciliation Clause and Sole Arbitration Clause shall be incorporated in the contract:

*“Arbitration & Conciliation:*

*In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be taken up by either party for conciliation first. The party initiating conciliation shall send a written invitation to the other party to conciliate, and proceedings shall commence when the other party accepts the initiations to conciliation. There shall be only one conciliator who would be appointed by Chairman, CIL/ CMD of Subsidiary Company (as the case may be) as the conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.*

*If differences still persist, the settlement of the dispute shall be resolved through arbitration.*

*The party initiating arbitration shall send a written notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.”*

“Sole Arbitration Clause:

*In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.*

Note:

- a. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.*
- b. It is further a term of this contract that no person other than the person appointed by the Chairman, CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.*

*The venue of arbitration shall be the place from which the contract is issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.”*

## **29. Progress Reports**

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

## **30. Provisions of CIL’s Purchase Manual**

The provisions of CIL’s Purchase Manual and its subsequent amendments (Available on CIL’s website, [www.coalindia.in](http://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:**

General Manager (MM),

Coal India Limited or Subsidiary company,

[-----address-----

-----India ]

Fax No.:+91 -----

Phone: +91 -----

**Supplier:**

[-----

Fax No.:+91 -----

Phone: +91 -----]

- 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.

XXXXX

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. **Security Deposit (SD):** The detailed conditions for Security Deposit shall be per Clause 6 of General Condition of Contract (GCC). The SDBG amount and validity period shall be indicated in the purchase order. The SDBG format is given in Annexure-4.
2. **Performance Bank Guarantee (PBG):** The detailed conditions for Performance Bank Guarantee shall be per Clause 7 of General Condition of Contract (GCC). The PBG amount and validity period shall be indicated in the purchase order. The PBG format is given in Annexure-5.
3. **Submission of SDBG/PBG**

(a) **Beneficiary bank details:** The bank details of ECL is given below,

1	Name of Bank	STATE BANK OF INDIA
2	Branch name & Code	ASANSOL, Code-11
3	IFS code of the bank	SBIN0000011
4	Branch address	BIJOY PAL SARANI, ASANSOL, DISTRICT-BURDWAN, WB, PIN-713304

b) **SFMS:** “The Bank guarantee issued by the Issuing Bank on behalf contractor/supplier in favour of “Eastern Coalfields Ltd” shall be in paper form as well as issued under “Structured Financial Messaging System”. The message will be sent to the beneficiary Bank through SFMS in IFN760 COV or IFN767 COV message type. The details of beneficiary for issue of BG under SFMS platform is furnished below:-

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd
	Branch	Murgasol, Asansol
	Address	Ground floor, Plot No.793, Murgasol, G.T.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	
7039	NIT/Work order/LOI No.	

ICICI Bank has informed that the following characters are allowed in field 7038 & 7039 for BG advising.

a b c d e f g h i j k l m n o p q r s t u v w x y z  
 A B C D E F G H I K L M N O P Q R S T U V W X Y Z  
 0 1 2 3 4 5 6 7 8 9

/-?:() ., ‘ + { }

All SMS fields have to be mandatorily filled up and no field is to be left blank.

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

Original Bank guarantee issued by the issuing bank shall be sent by the Issuing bank to concerned Department/Area by Registered Post (AD).

**4. Payment Terms:** Only e-payments shall be made directly into bank account of the supplier/beneficiary. The bank details of the supplier/beneficiary shall be submitted in the offer as per **Annexure-7**. The terms of payment shall be as under,

#### **4.1 Payment terms for domestic suppliers**

**a) Payment for Spare Parts & Other Consumable Items:**

100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee’s end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

**b) Submission of bills:**

- i. For claiming payment, 4 sets of bills (1 original+3 copies-signed and stamped) should be submitted to the consignee as per GCC para 10.4(b). For DGMs approved products, a copy of valid DGMS approval should also be submitted with the bill.
- ii. In case of imported stores, where the supplier is to arrange importation and paying customs duties etc, the supplier has to additionally submit a certificate from their Auditor along with supplies/ bills, certifying that they have paid Customs Duty as per prevailing Customs rates and refund if any, shall be passed on to ECL.
- iii. In case the supplier supplies the imported stores in INR after importing and paying the customs duty, the supplier will be required to submit additionally the following import documents to the consignee along with each supply to ensure authenticity and genuineness of imported materials:
  - a) Self-attested copy of Principal’s invoice/ packing list along with original.
  - b) Self-attested copy of Bill of Lading/ Airway bill.
  - c) Self-attested copy of Bill of entry along with original
  - d) Certificate of county of origin.

The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by consignee. The original documents under (i) and (iii) shall be returned after verification with self-attested photocopies and making endorsements on originals relating to transaction made.

#### **4.2 Payment Terms for foreign suppliers**

**a) Payment for Spare Parts & Other Consumable Items:**

- i) The payment of foreign currency shall be made **directly to the manufacturer** against an irrevocable, unconfirmed and divisible letter of credit (L/C). The L/C shall be established for net CIF value after deducting Indian Agency Commission, if any from the CIF value.
- ii) 100% payment of the net CIF value will be made against submission of shipping documents and receipted challan / consignment note of all the consignments, through L/C.
- iii) All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by the Purchaser and all charges in the seller's country shall be borne by the Supplier.
- iv) The letter of credit shall not be confirmed. In case the bidder insists for confirmation of the letter of credit, the cost of confirmation shall be borne by the bidder.
- v) L/C shall be opened only after receipt of unconditional acceptance of the purchase order and 10% Security Deposit.
- vi) The LC shall be made operative only after receipt and acceptance of Performance Bank Guarantee (if applicable).
- vii) Partial shipment/ transshipment may be allowed in the L/C
- viii) Any amendment to the L/C shall be arranged as per mutually agreed terms and conditions
- ix) L/C shall be kept valid covering the delivery period of the contract plus time for negotiating the documents (normally 21 days).
- x) In case validity of L/ C has to be extended due to extension of delivery period, action for extension of delivery period (with or without LD) shall first be taken and thereafter, L/C shall be extended accordingly. In the instructions to Bank for extension of L/C, it would be clearly mentioned that L/C extension charges and LD amount, if any, has to be borne by the firm and should be deducted from the L/C amount while releasing payment to the firm.

**b) Mode of Payment for INR component**

- i. The INR component of CIP i.e. Inland transportation & insurance and other local costs to clear goods through customs and incidental to delivery upto final place of destination shall be paid within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.
- ii. All taxes and duties, CD, IGST etc. shall be payable extra as legally leviable during the delivery period. Increase in the rate of taxes and duties, if any, during extended delivery period shall have to be borne by supplier. The paying authority shall claim the ITC as per rules for which necessary documents (if any) shall be presented to the paying authority by the supplier before payment.

**c) Submission of Bills for foreign suppliers:** For payment of equipment in foreign currency, the supplier will submit the following documents to the bank for negotiating L/C as per clause 4.2(a)(ii) of SCC

- i) Bill of Lading in 5 copies (1 original & 4 copies).
- ii) Signed Invoice in 4 copies (1 original & 3 copies) including quantity ordered, quantity dispatched, item-wise value.
- iii) Packing list (4 copies) indicating item-wise list of contents of each package size in cm, package weight in KGs.
- iv) Certificate of Origin - Original Copy and also self-attested photo copy.

- v) Original freight bill/ certificate.
  - vi) Insurance certificate (for CIF/CIP contracts).
  - vii) Manufacturing Test Certificate.
  - viii) Lowest Price Certificate
  - ix) A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than-----% of FOB value of the contract to be paid to M/s.----- (Indian Agent/ broker / any other intermediary) directly by the purchaser in Indian Rupees, if applicable. This certificate will form a part of letter of credit
  - x) Shipping Specifications.
  - xi) Manufacturer's Guarantee/Warranty Certificate.
  - xii) Goods consignment note supported by receipted challans of all consignments with a certificate from the supplier that all the consignments for supply have been delivered.
- d) **Payment for Indian Agency Commission:** The payment of Indian Agency Commission, if any, shall be made as per GCC para 14.2.

**5. Paying authority:** GM(Finance)-Incharge, Finance dept, ECL(Hq)

**6. TReDS:** Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. ECL has on boarded TReDS platform with:

- a) Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>).
- b) A-TReDs (URL - [www.invoicemart.com](http://www.invoicemart.com))
- c) Mynd Solutions (URL - [www.mlexchange.com](http://www.mlexchange.com)).

MSE bidders are requested to get registered on TReDS platform for receiving payment thro' this system. MSE bidders willing to get payment thro' this system shall upload the Invoices on TReDS platform.

The contact details for the above platforms are as under,

- i. Mrs. Upasana Majumder, BD-ARM, RXIL, Mob: +91 8697212759 ([upasana.majumder@rxil.in](mailto:upasana.majumder@rxil.in)).
- ii. Mrs Monalisa Das Nath, Dy VP, Mynd Solutions, Mob: +91 8100551223 ([monalisa.das@mlexchange.com](mailto:monalisa.das@mlexchange.com))
- iii. Mr. Subhas Chakraborty, RM, A-TReDS, Mob: +91 9681193155 ([Subhas.Chakraborty@invoicemart.com](mailto:Subhas.Chakraborty@invoicemart.com))

**7. Documentation for Input Tax Credit**

i) In view of introduction of GST from the appointed date of 01/07/2017 every registered person shall issue a tax invoice under rule 46 of CGST rules 2017, read with section 31 of CGST Act, 2017 containing the following particulars for availing ITC by ECL on inward supply of goods/services:-

- a) Name, address and GSTIN of the supplier;
- b) A consecutive serial number, in one or multiple series, containing alphabets or numerals or special characters hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
- c) date of its issue;
- d) Name, address and GSTIN, of the recipient, i.e. ECL;



Sl	Field	Bengal	Jharkhand
1	GSTIN	19AAACE7590E1ZI	20AAACE7590E3ZX
2	State Code	19	20
3	Principal Place of Business	Office of CMD, Eastern Coalfields Limited, Sanctoria, P.O.- Dishergarh, Pin – 713333	Office of General Manager, Mugma Area, Eastern Coalfields Limited, NH2, Mugma, Dist Dhanbad, Pin – 828204

- e) HSN code of goods or Accounting Code of services;  
f) description of goods or services;  
g) quantity in case of goods and unit or Unique Quantity Code thereof;  
h) total value of supply of goods or services or both  
i) taxable value of supply of goods or services or both taking into account discount or abatement, if any;  
j) rate of tax [CGST, SGST, IGST, State Compensation Cess (if applicable)];  
k) amount of tax charged in respect of taxable goods [CGST, SGST, IGST, State Compensation Cess (if applicable)];  
l) place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;  
m) address of delivery where the same is different from the place of supply;  
n) whether the tax is payable on reverse charge basis; and  
o) Mode of transport and vehicle reg. no./RR no.  
p) time and date of removal  
q) Signature or digital signature of the supplier or his authorized representative.
- ii) In case of imported items where materials are supplied by Indian Agent / dealers after importing the materials and the Bill of Entry is not in the name of ECL, the Indian agent / dealer must have GST registration so that ECL is able to claim ITC on admissible inputs and capital goods.
- iii) The invoice by domestic bidders shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) the original copy being marked as ORIGINAL FOR RECIPIENT;  
b) the duplicate copy being marked as DUPLICATE FOR TRANSPORTER; and  
c) the triplicate copy being marked as TRIPLICATE FOR SUPPLIER
- iv) In case of domestic supply of goods made to Jharkhand Area/units, party should raise bill on Jharkhand Area itself. Similarly, in case of domestic supply of goods made to Bengal Area/units, party should raise bill on Bengal Area itself. It implicates that billed to address and shipped to (i.e. consignee) address should be same as it would exonerate ECL from raising subsequent billing. Therefore, suppliers should raise invoices on ECL's GSTIN of respective state where actual consignment moves as far as practicable.

### 8. Price Fall Clause

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.

The provisions of price fall clause will however not apply to the following:

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or privates) and bodies.

Note:

- a. The currency of contract will mean the period till completion of supply.
- b. 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.
- c. 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.
- d. 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.
- e. The provisions of Price fall clause will however not apply for purchase value up to Rs. 2.00 Lakh.
- f. Point (b) above is not applicable in the case of renewal of Depot Agreements.

**9. Option Clause:** In order to exercise the provisions of the “option clause” para 41 (b) of ITB, one of the following three clauses shall be stipulated in purchase order.

- a) In cases where coverage of additional quantity upto 25% under option clause has been utilized at the time of placement of contract, the following clause may be stipulated in the contract: *“The (+) option as contained in the tender enquiry and agreed to by the firm has been utilized and an additional quantity upto 25% of quantity accepted has been ordered in this contract under the said option clause. This contract is, however, without any detriment or prejudice to the right of the purchaser to reduce the ordered quantity by (-)25% of the originally ordered quantity/balance unsupplied quantity, whichever is less, under the said option clause.”*
- b) In cases when part option is utilized at the time of placing the contract and remaining option is to be availed during the currency of the contract, the following clause may be stipulated in the contract: *“The (+) option as contained in the tender enquiry and*

*agreed to by the firm has been utilized upto \_\_\_\_\_. This contract is, however, without any detriment or prejudice to the right of the purchaser to place order/orders during the currency of the contract at the same rate(s), for the balance quantity upto 25% of the said option clause or reduce the ordered quantity by (-)25% of the originally ordered quantity/balance unsupplied quantity, whichever is less, under this clause.”*

- c) In cases when full option of  $\pm 25\%$  is to be exercised subsequent to placement of contract but during the currency of the contract, the following clause may be stipulated in the contract: *“This contract is, however, without any detriment or prejudice to the rights of the purchaser to place order at the same rate(s) for additional 25% quantities or reduce the ordered quantity by ( )25% of the originally ordered quantity/balance unsupplied quantity, whichever is less, under the option clause stipulated in the Tender Enquiry.”*

### **10. Extension of Delivery Period**

If the supplier is unable to complete the supply within the stipulated delivery period for which the supplier is responsible, it (supplier) is required to request for extension of delivery period. Delivery extension may be granted with or without reserving purchaser's right to levy LD depending upon the merit of the case, provided the materials are still required by the consignee (s) even after expiry of the stipulated delivery period. The above extension of delivery date will also be subject to the following further conditions:-

- a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax, CST, VAT, GST or on account of any other tax or duty leviable in respect of the stores specified in the said contract which takes place after.....(Insert here the original delivery date) shall be admissible on such of the said stores as are delivered after the said date and
- b) That notwithstanding any stipulation in the contract for increase in price on any other ground (including foreign exchange rate variation) no such increase which takes place after.....(Insert here the original delivery date) shall be admissible in such of the said stores as are delivered after the said date.
- c) But, nevertheless, the purchase shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax, GST or on account of any other tax or duty or on any other ground, stipulated in the price variation clause which takes place after the expiry of the above mentioned date namely.....(Insert here the original delivery date),
- d) Imposition of liquidated damages shall be as per GCC para-20.

### **11. Risk Purchase**

- a) 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, ECL 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. The cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the ECL and/or in any other Subsidiary Companies / CIL.

- b) Risk purchase action may be initiated as a last resort, under any of the following conditions:
- (i) When the supplier fails to deliver the materials even after extending the delivery period.
  - (ii) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
  - (iii) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

### **13. Shipping instruction for supply of imported items on CIP basis**

- i) Consignments should be booked directly in the name of CIL/Subsidiary Companies.
- ii) The supplier should provide for proper sea-worthy and safe packing for protection of the goods and accessories against wear, tear, rough handling and whenever necessary provisions for required fittings have to be made to ensure proper handling of the packages. Supplier will be responsible for any damages due to defective packing of the goods.
- iii) Marking on the packing shall be indicated in the supply order.
- iv) Category of license against which the import is being made.
- v) Within 48 hours of shipment, the supplier shall inform the Clearing & Forwarding Department of CIL about the following information by fax/e-mail. A copy of non-negotiable documents must be directly sent to the Clearing & Forwarding department of CIL within 7 days of shipment (email: [gmcnf.cil@coalindia.in](mailto:gmcnf.cil@coalindia.in))
  - a. Contract No. / Supply Order No.
  - b) L/C No.
  - c) B/L No & Date.
  - d) Port of Shipment
  - e) Description and No. of Packages
  - f) CIP value
  - g) Freight amount paid/to be paid
  - h) Insurance amount paid/to be paid
  - i) Ultimate Consignee name (if known to the overseas manufacturer).
  - j) Clearing Agency at Indian Port.
- vi) In addition to above, the supplier shall send the complete shipping documents to the purchaser ([gmmm.ecl@coalindia.in](mailto:gmmm.ecl@coalindia.in)), port consignee([gmcnf.cil@coalindia.in](mailto:gmcnf.cil@coalindia.in)), ultimate consignee(email- and the paying authority: [billeclhq2@gmail.com](mailto:billeclhq2@gmail.com)) by email and post as per instruction given in GCC para10.4(a).

## SECTION V - SCHEDULE OF REQUIREMENT (SOR)

1. The bidder shall indicate the offer qty, make and model of the item offered, furnish acceptance of the terms and conditions and information/data as per “**Schedule of Requirement (SOR), Section-V**” and “**Technical Specification, Section-VI**” of the NIT in the “TPS”. The TPS will be available on CIL’s e-procurement portal against the tender. This will be downloaded by the bidder who will furnish all the required information on this Excel file. The Bidder is required to put values under the column “BIDDER’S VALUE” in TPS. The TPS filled by the bidder must show “COMPLIED” status for at least one of the items quoted by them, otherwise the bid shall be rejected by the system. The scanned copies of all documents as per check list at the end of this section shall be uploaded in the folder “TECHNICAL DOCS” provided in the portal.

2. Item wise tender qty:

Sl	Item description	Tender qty (Nos)	Application	OEM/OPM/OES
01	Auxiliary Transformer 160KVA, 6.6KV/415V, Part No. 5190.20.033	01	Applicable for 10 cum IZ Kartex Shovel	OEM & OES: M/s M/s IZ-KARTEX named after P.G.Korobkov Ltd, Russia  OPM: M/s Minsk Electrotechnical Plant named after V.I.Kozlov, Republic of Belarus
02	Hoist Motor, Part No. 5060.03.9068	01		OEM & OES: M/s M/s IZ-KARTEX named after P.G.Korobkov Ltd, Russia  OPM: M/s Tatelectromash (part of JSC Holding Company TEMPO), Naberejnye Chelny, Russia
03	Swing Motor, Part No. 5060.03.9065	01		OEM & OES: M/s M/s IZ-KARTEX named after P.G.Korobkov Ltd, Russia  OPM: M/s Tatelectromash (part of JSC Holding Company TEMPO), Naberejnye Chelny, Russia
04	Crowd Motor, Part No. 5060.03.9070	01		OEM & OES: M/s M/s IZ-KARTEX named after P.G.Korobkov Ltd, Russia  OPM: M/s Tatelectromash (part of JSC Holding Company TEMPO), Naberejnye Chelny, Russia

### 3. Qualification Criteria

Item wise offer quantity shall be indicated in the TPS uploaded in the e procurement portal subject to fulfilment of following conditions -

- a) For Spares and consumables: The bidder should be in a position to offer and supply in specific delivery period in full quantity/number for which the bid has been invited.

Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive

#### 4. Delivery schedule

In case of domestic orders, the delivery shall be on FOR-destination (door delivery)/Free delivery at site basis within 150 days from the date of issue of order.

In case of foreign orders, the delivery shall be on CIP basis and delivery to be completed within 150 days from the date of opening of letter of credit (L/C). Bidders shall offer delivery period in the TPS. Early delivery will be appreciated.

5. **Consignee:** Depot Officer, Sonepur Bazari Area, PO: Sonepur, Dist: Paschim Burdwan, West Bengal – 713378, Email: [areastoresonepurbazari ecl@gmail.com](mailto:areastoresonepurbazari ecl@gmail.com)

6. **Supporting documents:** Photocopy, duly notarized of following documents, should be scanned and uploaded with the offer. Invalid certificates shall not be considered for evaluation purpose –

- ~~a) DGMS approval certificate,~~
- ~~b) BIS license~~
- ~~e) ISO certification series,~~
- d) Manufacturing Licence/Certificate etc
- e) ECL ancillary registration certificate, if the tenderer is registered as an ancillary of ECL for the tendered item.
- ~~f) Department of Telecom Approval Certificate~~
- ~~g) Test certificate from Government Test House~~
- h) Technical literature/leaflet/drawing/ ~~graphs/characteristic curves~~ etc
- i) The proof of being STARTUP as per definition as per annexure-A of ACTION PLAN FOR START UPS INDIA as available in the website of DIPP, Ministry of Commerce and Industry for tendered item issued by any statutory authority

7. **Provenness criteria:** The offered item shall be considered proven provided it meets Provenness criteria noted below; otherwise the offer shall be liable for rejection. The decision of ECL for considering any firm as proven will be final and binding upon the tenderers. Bidders should upload scanned copies of documents in support of provenness criteria, after getting the same certified by the Notary Public.

- (a) Status of a manufacturer as **OPM** shall be concluded on fulfilling any one of the following criteria as per CIL Purchase Manual 2020 and its Amendments available in CIL website [www.coalindia.in](http://www.coalindia.in) as given below:

- 1) On submission of the following documents by OPM:

- a) Self-certificate, of being manufacturer of the Assemblies/Sub-assemblies/Components, etc.

- b) Self-certified copies of Purchase Orders in support of proof of having supplied to OEM or copy of an Agreement of the OEM with OPM, for the above items.
- c) Self-certified copy of performance certificate from the end user to assess the provenness credibility of the OPM based on the following criteria:-

“Assemblies/ sub-assemblies/ components and their spares/ etc. offered by the OPM must have been supplied in the past to CIL/Subsidiary Companies or other PSUs/Government Departments and these should have performed satisfactorily for a period of not less than one year from the date of fitment/ commissioning”.

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

**OR**

- 2) The manufacturer whose supplied assemblies/ sub-assemblies/ components to the OEM, have been declared fitted on the equipment by the OEM. In such cases, documents mentioned under 1 (a), 1 (b) and 1 (c) above are not required for declaring them as OPM.

**OR**

- 3) The manufacturer whose supplied assemblies/ sub-assemblies/ components were found fitted on the equipment at the time of physical verification by the Committee. In such cases, documents mentioned under 1 (a), 1 (b) and 1 (c) above are not required for declaring them as OPM.

**Once OPM has been identified, no documents related to the identification are required to be submitted by the OPM in each separate procurement case.**

**OEM & OES are exempted from Provenness Criteria**

#### **8. Relaxing Prior experience and turnover criteria for start-ups and MSEs**

As per Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-1 dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Startups (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017].

However, if the bidders in their offer have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may

assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per **Annexure-8**) 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 may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

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

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of 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 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, **digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal)**, for relaxation from the criteria of prior experience and prior turnover:

- ~~a valid BIS Marking License for the quoted items~~  
or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items  
or
- ~~a valid DGMS Approval certificate for the quoted items~~  
or
- Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.



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

Note: ECL may prefer the vendors to have prior experience rather than giving orders to new entities for procurement of items related to public safety, health, critical security operations and equipment, etc inline with clarification given by Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD-(Pt) dated 20.09.2016.

9. The offered specifications should match the tendered specifications failing which the offer shall be liable for rejection. The technical specifications of the offered item must be supported by technical literature/leaflet/drawings/graphs **etc.** Scanned copy-PDF to be uploaded and original shall have to be submitted, if required. ~~User handbook /operation/maintenance/repair manual to be submitted along with supply of materials.~~
10. **Warranty:** As per GCC para-13 except clause no 13.2 for which the following clause is applicable:  
The offered material must be guaranteed for 6000 working hours / 24 months from the date of fitment on the equipment or 30 months from the date of supply and acceptance of materials at consignee end, whichever is earlier.
11. **Fitment guarantee:** The goods should properly fit in/on/to the machines without any modification / alteration for which the same are intended. **A certificate in this respect should be given along with each supply.** It must also be guaranteed that the offered materials shall be the exact replacement of the existing parts in respect of fitment, safety & quality. If any of the materials supplied either do not fit properly on the machine or it is established that some other parts of the machine have been damaged due to use of the supplied materials, all such parts so damaged as well as the materials supplied shall have to be replaced on free of cost basis within 30 days of getting intimation from the user project or consignee.
12. **Technical support and service:** In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied. ~~In case of equipment, details of installation and commissioning, after sales service like repairing within and after the guarantee period, supply of spares and consumables and training to our operating & maintenance staff etc to be specifically mentioned.~~
13. **Identification marking:** Manufacturer's identification mark (Description/Part No./Sl.No/Make) should be embossed or engraved or punched on each and every item as practicable and wherever possible in non-wearable and visible places of the materials supplied. Apart from this a tag may be attached to each part /item giving identification mark, part no, description, year and month of manufacturing etc. ~~However, for high precision items, where embossing/engraving/punching is not possible, it shall be packed separately and packing cover /box/case shall be tagged with the identification mark or identification mark be put up by metal marker.~~
14. **Manufacturer's test certificate:** The manufacturer has to submit a certificate along with supply that routine tests were done in their premises and the results conform to the

relevant test parameters stipulated by BIS /DGMS/Other Govt regulatory bodies. A copy of the self-attested test report should be attached with the certificate.

**15. Inspection: Refer to GCC para-8.** The inspection authority shall be Area Engineer (Excv), Sonapur Bazari Area, ECL.

**16. Packing & Marking: Refer to GCC para-9.**

**17.** In cases the bidder has submitted purchase order copies of other subsidiaries of CIL or other PSUs / Govt. Departments and provenness of the offered product is to be ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a Self-Certificate in the following format, along with proof of payment against the Purchase order(s) / Rate Contract(s):

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

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

**18.** Checklist for submission of documents (notarized) in the folder “TECHNICAL DOCS”.

Sl	Item	NIT clause
1	<del>DGMS approval</del>	<del>SOR-6</del>
2	<del>BIS license</del>	<del>SOR-6</del>
3	<del>ISO certificate</del>	<del>SOR-6</del>
4	Manufacturing Licence/Certificate etc	SOR-6
5	ECL ancillary registration	SOR-6
6	Technical literature/leaflet/drawing/ <del>graphs/characteristic curves</del> etc	SOR-6
7	<del>Department of Telecom Approval Certificate</del>	<del>SOR-6</del>
8	<del>Test certificate from Government Test Houses</del>	<del>SOR-6</del>
9	Provenness criteria compliance	SOR-7
10	Format for Proforma For Equipment And Quality Control	SOR-8
11	The proof of being STARTUP as per definition as per annexure-A of ACTION PLAN FOR START UPS INDIA as available in the website of DIPP, Ministry of Commerce and Industry for tendered item issued by any statutory authority	SOR-8
12	Fitment Guarantee Certificate	SOR-11
13	Any other document as per Section V and VI	

## SECTION VI - TECHNICAL SPECIFICATIONS

The item wise detailed technical specification is listed below. The tenderer should accept /furnish necessary details in the Technical Parameter Sheet (TPS) and upload the same in the portal.

<b>SI</b>	<b>Item description</b>	<b>Part No</b>	<b>Application</b>
01	Auxiliary Transformer 160KVA, 6.6KV/415V	5190.20.033	Applicable for 10 cum IZ Kartex Shovel
02	Hoist Motor	5060.03.9068	
03	Swing Motor	5060.03.9065	
04	Crowd Motor	5060.03.9070	

LETTER OF BID

To  
General Manager (MM)-HOD,  
MM Department - Purchase wing  
Office of the Chairman-Cum-Managing Director  
Eastern Coalfields Limited

Dear Sir,

Sub: Tender No. ----- dated -----.

1. Having examined the Tender Document including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Employee/Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s .....(name of the bidder firm) offer to supply tendered item/items vide our offer No. ....dated .....in conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally and there is no deviation in our offer.
3. We confirm that the contents of the offer are given after fully understanding the NIT terms.
4. We confirm that all information/ documents / credentials submitted along with our offer are genuine, authentic, true, valid true and complete in every respect.
5. We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, 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 NIT/CIL Purchase Manual 2020.
6. We confirm that the items covered under supply orders enclosed with the offer in support/compliance of the Provenness criteria of the tender have been successfully supplied.
7. As per our offer, value of service component is more than 10% of the total estimated value of the complete package of goods and services and we certify that average Annual Financial Turnover of our company (bidder) during the last 3 years, ending 31st March of the previous financial year, was at least 30% of the total estimated value of the tender. Certificate from registered chartered/cost accountant attached.
8. We have never been banned or delisted or debarred or "Put on Holiday" by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

We were banned or delisted or debarred or "Put on Holiday" by the organization named "-----" for a period of ----- year/s, effective from ----- to -----

9. We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years

**OR**

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with ..... (name of entity and country).

10. We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.

11. We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract on us.

12. We confirm that we shall be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations,

13. We confirm that we shall be responsible for providing the required after sale service.

14. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s ..... (name of the bidder)..... is not from such a country and is eligible to be considered”.

**OR**

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s ..... (name of the bidder)..... is from such a country and has been registered with Competent Authority. I hereby certify that .....(name of the bidder)..... fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by competent authority is attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20-

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Note: 1. This letter should be on the letterhead of the bidder.

2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then a authorization on non- judicial stamp paper duly notarized by the person signing the LOB in favour of person bidding online, is required to be uploaded as per Annexure-2.

**FORMAT FOR AUTHORISATION TO DSC HOLDER**  
(if DSC holder is different from signatory of LOB)

(On NON JUDICIAL STAMP PAPER)

We do hereby authorise M/s/Mr/..... address  
..... for online bidding on behalf of us for the e-tenders  
invited by CIL on [www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in).

Name, Signature & Seal of the person who has signed Letter of Bid  
and is authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

**Manufacturer's Authorization for Indian Agent**  
(in the letterhead of the manufacturer)

Ref: .....

Date: .....

M/s. EASTERN COALFIELDS LIMITED  
Office of the Chairman-Cum-Managing Director  
Materials Management Department - Purchase wing  
Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

Dear Sir

**Sub: Tender No. ECL/..... dated .....**

1. WHEREAS we, [*name of manufacturer*] who are established and reputable manufacturers of goods having factories at [*address(es) of factory(ies)*] and as a matter of our corporate policy do not supply directly.
2. Do hereby authorize our [*Name & Address of Indian Agent/Indian Office/Indian Subsidiary*] to quote against the subject Tender on our behalf.
3. We certify that the business entity of our Indian Agent/Indian Office/Indian Subsidiary is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
4. We are not quoting in the tender directly as a matter of ours corporate policy and if, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provision of CIL Purchase Manual 2020.
5. Also, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission will be recovered with interest. Action should also be taken against the principal as per provisions of CIL Purchase Manual 2020.
6. We certify that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of supply of goods & services and if, subsequently, at any stage, it is found that we have given a false declaration, we shall be liable for penal action as per provisions of CIL Purchase Manual 2020.
7. We stand guarantee for the quoted item by the above authorised Indian agent/ Indian Office/Indian Subsidiary on our behalf and for fulfilment of all contractual obligations during the entire contract period.
8. In the event of failure on the part of our authorized Indian agent/ Indian Office/Indian Subsidiary in fulfillment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support ECL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.

9. We confirm that we shall provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
10. We confirm that the authorized agent's price do not exceed the price at which the manufacturer would have quoted.
11. We confirm that letter submitted by the agents for inspection of goods would be accompanied by a certificate from us that the goods offered for inspection as indicated in the letter have been manufactured by us.
12. We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

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

13. **We** abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years

**OR**

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with ..... (name of entity and country).

14. **We** certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.
15. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s ..... (name of the bidder)..... is not from such a country and is eligible to be considered.

OR

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s ..... (name of the bidder)..... is from such a country and has been registered with Competent Authority. I hereby certify that .....(name of the bidder)..... fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by competent authority is attached.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].



**FORMAT FOR SECURITY DEPOSIT BANK GUARANTEE**

M/s. EASTERN COALFIELDS LIMITED  
Office of the Chairman-Cum-Managing Director  
Materials Management Department - Purchase wing  
Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

**Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no. .... dated ..... between M/s. Eastern Coalfields Limited and .... (Name of Supplier Company)**

Messers .....a Company / Firm having its office at No. .... (hereinafter called ‘the Contractor’) has received the Notification of Award / Purchase Order vide no. .... Dated ..... (hereinafter called ‘the said Agreement’) with M/s. Eastern Coalfields Limited (hereinafter called ‘the Company’) to supply..... stores/ materials amounting to Rs. ....on the terms and conditions contained in the said Notification of Award / Purchase Order.

The..... (Name of the Bank) (hereinafter called ‘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) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement 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 any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

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

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the ..... day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe 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..... are fully

satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company 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 ..... 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period 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(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of .....20.....

Place.....

Signature of the authorized person(s)  
For and on behalf of the Bank.

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

M/s. EASTERN COALFIELDS LIMITED  
Office of the Chairman-Cum-Managing Director  
Materials Management Department - Purchase wing  
Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

**Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. .... dated ..... between M/s. Eastern Coalfields Limited and ..... (Name of Supplier Company)**

Messrs .....a Company / Firm having its office at No. .... (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no ..... dated ..... (hereinafter called 'the said Agreement') with M/s. Eastern Coalfields Limited (hereinafter called 'the Company') to supply ..... stores/ materials amounting to Rs. ....on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called '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) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement 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 any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

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

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

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company 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 .....20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period 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(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of .....20.....

Place.....

Signature of the authorized person(s)  
For and on behalf of the Bank.

## FORMAT OF PRE-CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made ***on day of bid submission***, between on one hand, Coal India Limited / Subsidiary Cos. (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 Undersigned who is authorized to sign the bid*** (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 the tendered Stores/Equipment/Items/Goods 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 cartelisation 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. The guidelines and terms and conditions for India agents of foreign supplier shall be as per the provisions mentioned in the NIT.

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

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

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

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

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of the

transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / 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 of 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, Coal 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 legally signed it. It expires after the completion of contract. 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.

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 Bidder/ Contractor)

This document is digitally signed

**FORMAT FOR BANK DETAILS FOR ELECTRONIC PAYMENT**

To,  
M/s. EASTERN COALFIELDS LIMITED  
Office of the Chairman-Cum-Managing Director  
Materials Management Department - Purchase wing  
Sanctoria, P.O.- Disergarh, District-Burdwan, West Bengal- 713333

Dear Sir,

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

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

1	Supplier's name & address	
2	Particulars of Bank account	
A	Name of Bank	
B	Name of Branch and address	
C	9 - Digit Code number of the bank and branch appearing on the MICR cheque issued by the bank	
D	Type of account [S.B. account / Current account or Cash Credit with code (10/11/13)]	
E	Ledger No. / Ledger Folio Number	
F	Account Number (as appearing on the cheque book)	
3	Date of effect	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)  
Signature of the Customer / Vendor /  
Supplier / Contractor

Date:

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

Bank's Stamp

Date:

(.....)  
Signature of the authorised official of the bank

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

Reference: ECL Tender No. \_\_\_\_\_ Date \_\_\_\_\_ for  
supply of \_\_\_\_\_

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

(Signature of Tenderer)

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

**FORMAT FOR NO CLAIM CERTIFICATE**  
(On company letterhead)

To,  
(Contract Executing Officer)  
Procuring Entity \_\_\_\_\_

**NO CLAIM CERTIFICATE**

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and ECL. We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,  
Signatures of contractor or  
officer authorized to sign the contract documents  
on behalf of the contractor  
(company stamp)

Date:  
Place: