

	(Under jurisdiction of Bilaspur Court only) SOUTH EASTERN COALFIELDS LTD. (A subsidiary of Coal India Ltd., Govt. of India undertaking)	(केवल बिलासपुर कोर्ट के न्यायक्षेत्र के तहत) साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (कोल इंडिया लिमिटेड की सहायक कंपनी, भारत सरकार उपक्रम)
	OFFICE OF GENERAL MANAGER (MM) Post Box No. 60, Seepat Road, Bilaspur (Chhattisgarh) 495 006	कार्यालय महाप्रबंधक (सामग्री प्रबंधन) पोस्ट बॉक्स संख्या :60, सीपत रोड, बिलासपुर (छत्तीसगढ़) 495006
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Tender No.:- SECL/BSP/MMW/RK /Komatsu/05

Dt. 21/10/2023

NOTICE INVITING TENDER (GLOBAL)

Eligible for participation only by OEM/OES/OPM firms

Eligible for participation by any prospective bidder

FOR PROCUREMENT THROUGH E-TENDERING WITH E-REVERSE AUCTION PROCESS



OFFICE OF GENERAL MANAGER (MM)

Post Box No. 60, Seepat Road, Bilaspur (Chhattisgarh) 495 006

SUBJECT OF TENDER: Procurement of Hydraulic Pumps & Hydraulic Cylinder suitable for Komatsu make 460 HP Wheel Dozer Model WD600-3 through OEM/OPM/OES only.

CATEGORY OF TENDER: Critical Tender

The Tender Enquiry will usually comprise:

Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (ITB)
Section III	General Conditions of Contract (GCC)
Section IV	Special Conditions of Contract (SCC)
Section V	Schedule of Requirement (SOR)
Section VI	Technical Specifications
Section VII	Sample Forms

Section –I: INVITATION FOR BIDS (IFB)

I	INVITATION FOR BIDS (IFB)	
	The offers are invited for Procurement of Hydraulic Pumps & Hydraulic Cylinder suitable for Komatsu make 460 HP Wheel Dozer Model WD600-3 , as per the scope of supply / technical specification (TPS) having eligibility criteria, General terms and conditions etc. attached at Annexure E and also the terms & conditions given below:	
	DETAILS OF TENDER:	
a) MODE OF TENDER	Global e-tender with e-price bid with e-Reverse Auction ONLINE BIDDING SYSTEM (Please visit Coal India Limited- e Tenders portal http://coalindiatenders.nic.in)	
b) TYPE OF TENDER (Global with Reverse auction)	Single stage TWO ENVELOPE (BID) system i.e., COVER-I – Techno-commercial bid and COVER-II – Price Bid (BOQ)	
c) ESTIMATED VALUE OF TENDER	₹ 1,29,21,080/- (approx.)	
d) TENDER FEE	NIL	
e) EARNEST MONEY DEPOSIT	₹ 258400/- US \$ 3104/- in case of foreign bidders (through direct remittance in SWIFT A/c)	
f) Tender Publishing date & time *	21.10.2023, 18:55 hrs IST	
g) Document download start date & time*	21.10.2023, 18:55 hrs IST	
h) Seek clarification start date & time*	21.10.2023, 18:55 hrs IST	
i) Seek clarification end date & time*	08.11.2023, 17:00 hrs IST	
j) Bid submission start date & time*	21.10.2023, 18:55 hrs IST	
k) Closing date & time for online submission of Bid i.e. COVER-I and COVER-II along with EMD (Online/NEFT/RTGS)*	23.11.2023, 11:00 hrs IST	
l) Date and time of opening of Cover-I, i.e. Techno-commercial bid on-line*	24.11.2023, 11:00 hrs IST	
m) Date & Time of opening of Cover-II, i.e. e-price bid (BOQ) on-line*	Will be communicated to the techno-commercially acceptable bidders only.	
n) Tentative date and time of starting of Reverse Auction*	Normally within two hours after opening of price bids.	
o) INTEGRITY PACT:	APPLICABLE / NOT APPLICABLE	

*Server time shall be the basis and binding for all.

SPECIAL NOTE: This NIT is based on the provisions of CIL Purchase Manual 2020 and its amendments. There are many changes in different clauses (including penalty clause and short fall/confirmatory documents clause etc.) as compared to previous NIT. Therefore, the Bidders are advised to read the complete NIT carefully, before submission of the bid.

II	Section –II: INSTRUCTIONS TO BIDDERS (ITB): Part-I
	<p>In order to submit the online offer on CIL's e-Procurement portal https://coalindiatenders.nic.in, the bidders should meet the following requirements:</p> <ol style="list-style-type: none"> 1. In order to submit the bid, the bidders have to get themselves registered online on the e-procurement portal of CIL http://coalindiatenders.nic.in with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person and the DSC has to be mapped in the name of the bidder. Bidder's claiming purchase preference under MSE, Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall essentially register in coal India e-procurement portal as privileged/preferential category bidder before submitting their bid. 2. System Requirement: In order to submit the online offer on CIL's e-Procurement portal, the bidder should comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, CIL/Subsidiary Company shall be liable to the bidders for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures. 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 on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished in its offer by the Bidder on-line in order to become an eligible bidder and if the same is found to be wrong or misleading at any stage, they will be liable for punitive action. No conditional bid shall be allowed /accepted. By submitting the bid documents against this tender, the bidder unconditionally accepts all terms and conditions of the NIT. 3. The bidders who are not eligible for EMD exemption and fail to submit the required EMD (through ONLINE mode) as per procedure indicated in Clause No. III G, will not be considered for e-price bid opening. In case bidders are eligible for exemption of EMD as per EARNEST MONEY DEPOSIT Clause No.III G., bidders have to upload EMD exemption documents Online. 4. It is essential for the bidder to respond to all terms and conditions indicated in the tender available for on-line bidding. Offers should comply all the NIT terms & conditions. Bidders has to make sure that 'Eligibility-Overall' cell against items they intend to quote indicate 'COMPLIED' in Technical cum Commercial Parameter sheet, failing which the freezing of online bid will not be successful. Bidders will be able to freeze their bid only after successful transaction of EMD. Hence Bidders are advised to deposit the specified amount of EMD well in advance before the due date and time for submission of online offer, failing which the freezing of online bid will not be successful. 5. Please note that there is no provision to take out the list of parties downloading

	<p>the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the participating bidders.</p> <p>6. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. Bidders have to regularly (i.e. once in a day) Check website i.e. http://coalindiatenders.nic.in for corrigenda relating to concerned tender, if any. Bidders should confirm that they are aware of the amendment contained in the corrigendum (issued on a particular date, after the issue of the NIT) and the same has been taken into consideration, while making his quote</p> <p>7. 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 tender document failing which the offer is liable for rejection.</p> <p>8. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p> <p>9. The bidder may seek clarification on-line within specified period. His identity will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by the department will be visible to all the bidders intending to participate in that tender. 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 on-line will be 7(seven) days before the last date of submission of bid.</p> <p>NOTE: i) No queries will be entertained after stipulated date. Bidders may also note that queries which are not received online through e-tender portal will not be entertained. Queries/clarifications submitted through offline mode/e-mail will not be entertained.</p> <p>ii) Clauses /Paragraphs which are struck off, are not applicable for current Tender. There will be no physical sale of tender documents.</p>
	<p>10.CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)</p> <p>In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:</p> <p>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;</p> <p>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;</p> <p>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</p>

- 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.

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

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

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security/banning for two years from being eligible to submit Bids in CIL and its Subsidiaries as per OM no. F.91412020-PPD dated 12.11.2020
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b) Forfeiture or encashment of any other security or bond relating to the

	<p>procurement;</p> <p>c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate. The due amount may be recovered from the bills of the supplier against any existing/future contract(s) with CIL and/or any of its subsidiaries.</p> <p>iii) Provisions in addition to above:</p> <p>a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;</p> <p>b) In case of anti-competitive practices, information for further processing may be filed under the signature of a General Manager level officer, with the Competition Commission of India; and</p> <p>c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p>
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II	INSTRUCTION TO BIDDERS: PART-2
	The requirements for submission of the Bids On-line are indicated in the for the information of the bidders.
A	All entries in the bid should be entered in on-line submission form without any ambiguity.
B	Tender can-not be accessed on-line after the DUE DATE and TIME of submission stipulated above. No bid will be accepted after the deadline for online submission of bid.
C	Any supply order issued against this tender enquiry shall be governed by the terms and conditions in supply order, subject NIT, and CIL Purchase manual & its subsequent amendments which are also available at CIL website.
D	Where terms and conditions have been offered by the supplier other than that specified in NIT, the purchase shall not be governed by such terms unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.
E	SECL reserves the right to cancel the tender enquiry or extend the due date of submission/opening of off-line documents/on-line bid without assigning any reason thereof.
F	The bidders who are eligible for purchase preference for being an MSE /'Make in India' bidder / Domestically Manufactured Electronic Products bidder/ Ancillary should enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder Enrollment". The necessary documents in support of the eligibility for purchase preference should also be uploaded against the specified tender to avail the benefits.
G	<p>EARNEST MONEY DEPOSIT (EMD):</p> <p>I) SUBMISSION OF EMD:</p> <p>a. The EMD amount in Indian Rupees as indicated above in the NIT has to be deposited online only within the last date and time for submission of online offer. Bidders will be able to freeze their bid only after successful transaction of EMD. Hence Bidders are advised to deposit the specified amount of EMD well in</p>

advance before the due date and time for submission of online offer, failing which the freezing of online bid will not be successful. Offers of the firms submitted without EMD as demanded are summarily to be rejected. EMD shall be interest free

- b. The requisite EMD amount need to be submitted online ONLY through e-procurement portal by "Net Banking" from designated Bank or through NEFT/RTGS from any scheduled Bank. For online payment of EMD bidder has to select the option "**Axis Aggregator Bank Net Banking**". In case of payment through NEFT/RTGS the bidder will have to make payment as per the challan generated by system on e-procurement portal before submission of bid. In case of NEFT/RTGS, **the bidder will have to upload online the alpha-numeric unique transaction reference (UTR) number during submission of on line bid.**
- c. In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. CIL e-Tendering portal, www.coalindiatenders.nic.in, facilitates online transaction for all major banks. In case of 'NEFT' EMD may be deposited through the challan generated by the system to the designated Bank A/c.
- d. The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.
- e. Freezing of Bid can be done only after completion of EMD submission process and the information flows from bank to e-procurement system.

II) For Overseas bidders EMD in the form of Direct Foreign Remittance (IN US Dollar) :-

- a) The value of the Earnest Money Deposit (EMD) to be submitted by the tenderer shall be as mentioned in the NIT. The amount of EMD has to be paid within the due date and time for submission of online offer, failing which the online offer will not be considered.
- b) EMD amount indicated in US \$ in the N.I.T is the net remittance to be made to SECL's account excluding all commissions, costs and charges levied by the bank. In case of refund of EMD submitted in US\$, all charges towards such refund shall be borne by the purchaser.
- c) If the foreign bidder submits EMD in INR, refund will be made in INR at any scheduled bank in India through e-payment for which the bidders will have to upload their Indian Bank details in COMMERCIAL PARAMETER SHEET (CPS) along with cancelled cheque.,
- d) The bidder can make payment of EMD through net banking or through NEFT / RTGS from any scheduled Bank to SECL's Bank Account, details of which are given below:
- e) Bank Account Details of SECL :
Account Name: South Eastern Coalfields Limited
Bank: AXIS Bank Limited, Branch: Rama Trade Centre, Opp Rajiv Plaza, Bilaspur -495001,
A/C no: 164010200000569,
Swift Code: AXISINBB139
- f) The payment of EMD made through online mode must be received in SECL Bank Account before the last date and time of submission of bid failing which online offer will not be considered. In case of NEFT / RTGS, **the bidder will have to upload online the alpha- numeric unique transaction reference (UTR) number during submission of on line bid.**

- g) **For Overseas bidders EMD in the form of Direct Foreign Remittance** may be made to the Bank Account, mentioned above and **scanned copy of the documentary evidence for such Direct Remittance must be uploaded while submitting online Bid.**
- h) **While furnishing EMD in Foreign currency through SWIFT A/c indicated above, bidder will choose "Exemption option" in online portal and submit/upload documentary proof of direct remittance in form of exemption document.**

NOTE:-

Physical mode of payment of EMD i.e. Banker cheques, Demand drafts etc, is not acceptable. The Company shall not be responsible for any delay on part of the bidder in submission of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.

In case of exemption of EMD, the self-attested 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. However, this option is to be enabled only in those cases where the exemption to EMD to some bidders is allowed as per NIT.

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

The payment of EMD made through online mode must be received in SECL Bank Account before the last date and time of submission of bid failing which online offer will not be considered.

III) EXEMPTION FROM EMD: The following tenderers/firms are eligible for exemption of EMD irrespective of the stores for which they are registered.

1. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD.
2. Firms registered with CIL/Subsidiary Company, Ancillary units of subsidiary company, NSIC, Startups and Central/ State Government Organizations/PSUs irrespective of the stores for which they are registered shall also be exempted from submission of EMD against submission of valid registration certificate. Copies of Ancillary Registration submitted by the bidders should be duly attested by Notary Public.
3. Micro and Small Enterprises (MSEs) registered with UDYAM REGISTRATION or any other body specified by Ministry of Micro Small and Medium Enterprises (MoMSME) are eligible for exemption of EMD, on submission of notarized copy of document in support of their MSE status to make them eligible for benefits listed under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued by Govt. of India Policy. However, these firms are not eligible for exemption of Security Deposit. *(Above referred "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012" is applicable for procurement of goods produced and services rendered by MSEs and not for any trading activities by them (not applicable for Traders/Distributors/Agents).*

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, enterprise shall

continue to avail of all non tax benefits of the category it was in before the reclassification, for a period of three years from the date of such upward change. Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.

4. Following category of bidders are also exempted from submission of EMD in case of tenders for supply of spares only:
- a) OEMs/OES or their authorized dealers participating in Open/Limited tenders for procurement of spare parts of their equipment.
 - b) In case of Single Tender Enquiry for procurement from OEM/OES - both with Proprietary Article Certificate (PAC) and without PAC

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

NOTE I: As per Office Order No. F-5/4/2018-PPD Dt. 28/02/18 of Department of Expenditure, Ministry of Finance, Govt. of India it is mandatory to register Udyog Aadhar Memorandum (UAM) by MSE vendors on Central Public Procurement Portal (CPPP). In line with above all MSEs claiming benefits for being MSE are required to mandatorily submit their confirmation that their UAM has been registered on CPP Portal. MSEs failing to register on CPP Portal will not be extended any benefits as per Public Procurement Policy for Micro & Small Enterprises (MSEs) Act, 2012.

NOTE II: The duly self-attested valid document in support of the exemption of EMD, should also be uploaded against the specified tender which will be verified along with bid documents. Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period covers the date of tender opening.

NOTE III: The bidders claiming purchase preference for being an MSE/'Make in India' bidder/Domestically Manufactured Electronic Products bidder/ Ancillary or under any policy of Government of India specifically mentioned in the NIT shall essentially **enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder"** either by modifying their profile or while making "Online Bidder Enrollment", before submitting their bid.

IV) FORFEITURE OF EARNEST MONEY DEPOSIT: The EMD shall be forfeited:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
2. 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

	<p>b) Fails to furnish the Security Deposit for the due performance of the contract within the specified period.</p> <p>NOTE: Wherever the bidder has claimed exemption of payment of EMD, in such case the bidder will be asked to submit the EMD amount of the tender within 7 days failing which suitable penal action will be taken against the defaulting firm considering the merit of the case.</p> <p>V) REFUND OF EMD:</p> <ol style="list-style-type: none"> i. EMD of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received. ii. In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser. iii. If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender. iv. The EMD of the Successful Bidder will be refunded without any interest whatsoever, after receipt and acceptance of order and security deposit from it as called for in the contract through e-payment. <p>If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment. For all such e-Payments, bidder will have to submit declaration in COMMERCIAL PARAMETER SHEET (CPS) along with cancelled cheque.</p>
H	<p>CONTENTS OF e-TENDER DOCUMENT: Following documents are displayed on Coal India Limited- e Tenders portal http://coalindiatenders.nic.in</p> <p>A) NIT Document: This will contain Notice Inviting Tender containing details of tender including instructions for submission of offers, terms & conditions of tender, Formats of declarations etc.</p> <p>B) Work Item Documents: This portion contains formats/templates like Technical cum Commercial Parameter Sheet, BOQ or price bid etc. Bidders will have to download these documents and furnish required information on these files and upload the same files as specified in the bid during bid submission.</p>
I	<p>METHODOLOGY OF SUBMISSION OF TENDER: The bidders must submit their offer i.e. Cover-I and Cover-II through ON LINE bidding up to the scheduled time and date.</p> <p><i>The COVER-I will contain all Techno-Commercial terms & conditions and other supporting documents except price.</i></p> <p><i>The COVER-II will contain only BOQ i.e. price.</i></p> <p>(1) COVER-I: Techno-Commercial Bid: This cover will contain following Techno-Commercial documents:</p> <ol style="list-style-type: none"> i) Letter of Bid: The format of Letter of Bid (as given in the NIT at Annexure - G) will be downloaded by the bidder and will be printed on Bidder's letter head and

duly 'Signed (with Stamp)' scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.

NOTE:

1. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
 2. In case the bidder who has signed LOB is not the DSC holder, then the authorization on non - judicial stamp paper duly notarized as per format (given in Annexure - H) by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.
 3. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.
 4. In the event of failure on the part of Indian Agent / Indian Office / Indian Subsidiary in fulfillment of contractual obligations or change in Indian agency or closure of Indian Office/Indian Subsidiary for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support SECL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent/Indian Office / Indian Subsidiary.
- ii) The bidders must submit their offer i.e. Cover No.1 and Cover No.2 through ONLINE bidding up to the scheduled time and date.
- iii) The bidders will have to upload scanned copies of various documents required for eligibility and all other documents as specified in NIT, in cover No.1 and "Price-bid" in Cover No.2.
- iv) **GTE** (General Technical Evaluation): Bidder has to accept all clauses of GTE and **GCC** (General Conditions of Contract).
- v) **TECHNICAL Cum COMMERCIAL PARAMETER SHEET:**
This document which is in Excel Format will be downloaded by the bidder and he will furnish all the required information on these sheets. Thereafter, the bidder will upload the same file during bid submission. The Technical cum Commercial Parameter Sheet (Excel file) shall contain the following **Three** sheets:
- (i) **Technical Parameter Sheet (TPS)** - The Technical Parameter Sheet containing the technical specification parameters for each tendered item is in Excel format. Non-compliance of any of the parameter of specification for any of the item will disqualify the bidder for that item. For compliance of Technical Parameter Sheet Bidders have to ensure compliance of Eligibility Criteria sheet

and Commercial Parameter Sheet first.

- (ii) **Eligibility Criteria** – This sheet Contains eligibility details, provenness details which has to be complied by the bidders.
- (iii) **Commercial Parameter Sheet (CPS)** - The Other Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same.
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'. The system automatically evaluates TPS & GTE based on the declarations / information filled by the bidder.

Scanned copies of documents as required as per requirements of the NIT and as specified in the various sections of NIT / TPS / CPS are to be uploaded as General Documents in the tendering system and then attached with the offer while submitting the offer online.

vi) Documents to be uploaded in Cover No. 1:

Scanned copies of following documents as per requirements of the NIT and as specified in the templates are to be uploaded as Other Important Document in the e-tendering system and then attached with the offer while submitting the offer online.

- i. Letter of Bid, Authorizations, Declarations, fitment certificate (wherever applicable) etc required as per NIT & Technical cum commercial parameter sheet.
- ii. Details of EMD payment /EMD exemption certificate duly self-attested & digitally signed.
- iii. Integrity Pact digitally signed indicating the name and designation / capacity of the signatory (If applicable).
- iv. Proof of Manufacturer (DIC/NSIC/SSI /Any other document issued by Govt. Agency for tendered items) duly self-attested and notarized (if applicable).
- v. Document substantiating the manufacturing status of principal is to be submitted duly attested & notarized (applicable for authorized dealer)
- vi. GST Registration Number (GSTIN) & Permanent Account Number (PAN) shall be indicated in the Commercial Parameter Sheer (CPS) which will be verified from GST portal of Govt. of India.
- vii. Copy of exemption certificate towards GST (if claiming exemption) from practicing chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. If applicable.
- viii. Copy of complete set registration certificate, duly self-attested/digitally signed for claiming MSE exemption/preference, if applicable.
- ix. Bidder should indicate their CIL SAP Vendor Code (if available)

- x. Copies of supply orders and proof of supply like copy of dispatch challan, Invoice copy etc for tendered items duly self-attested, as listed in the past supply details of techno-commercial bid submitted on-line. For supplies supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will be asked to submit a Self-Certificate in the following format:
"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending".
- xi. Tender specific Authorization letter by Foreign / Indian principal in case Indian agent/distributor /dealer is participating in this tender, if applicable.
- xii. If an indigenous/foreign manufacturer does not quote directly, the authorized agents/ distributors quoting on their behalf should submit tender specific authorization and confirmation from the manufacturer that as a matter of their corporate policy they do not quoted directly (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints). In case a manufacturer happens to quote directly elsewhere it will be treated as furnishing false information and shall be liable for action as per the provisions of Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity
- xiii. Copy of agency agreement and commission payable in case of Indian agent involvement in the tender, if applicable.
- xiv. Disclosure of quantum of commission/margin of the Indian Agent and scope of services they have to provide.
- xv. As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors shall confirm their Registration Number along with the name of their Registering Authority and attach a duly self certified complete copy of the valid registration certificate, If applicable.
- xvi. Certificate for Local Content of offered item shall be submitted as per format provided in Annexure I along with deceleration/undertaking in the Commercial Parameter Sheer (CPS).
- xvii. Banning /De-listing/Put on Holiday status and details shall be declared in the Commercial Parameter Sheet (CPS).
- xviii. Other documents required as per NIT/to be submitted by the bidder, if any.
- xix. All the documents confirming to the Eligibility Criteria of NIT.

NOTE:

1. Bidders are requested to upload all the attachments /documents in a single PDF Format.
2. Tenderers must ensure copies of MSE registration certificate, DGMS approval, BIS certification & other statutory documents required in the NIT to be uploaded with offer should be duly self-attested/digitally signed.
3. Price should not be disclosed in any manner in Cover-I.

(2) COVER-II: Cover-II will contain only PRICE BID/BOQ.

The Format of Price bid/ BOQ which is in excel format will be downloaded by

the bidder and he will quote the rates and duties etc. for his offered items on this Excel File. Thereafter, the bidder will upload the same Excel file during bid submission in Cover No.2. The price bids of the tenderers will have no condition.

If required as per tender terms, Item wise break up of consolidated price of spares, consumables etc indicated in price bid/BOQ should be uploaded in a separate pdf document in Cover-II.

NOTE:

- a) In case of Critical Tender (Two envelopes), Techno-Commercial Bids (Cover-I) is opened on the scheduled date and time of tender opening and Price Bids (Cover –II) of eligible bidders shall be opened subsequently, for which a separate communication shall be sent through the Portal to the registered e-mail and mobile. The participating bidders may view the opening of the bids on-line.
- b) The price for determining status of the bidders shall be automatically calculated by the system based on the input values provided by respective bidder in their price bid. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format.
- c) Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. SECL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank.
- d) 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 are included elsewhere in the price bid and a specific mention in this regard is made in the bid.
- e) The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.
- f) Price should not be disclosed in any manner in Cover-I. Disclosure of price may render the bid as non-responsive and shall be eligible for rejection of bid.

vii) BID CURRENCIES:

The prices shall be quoted in the following currencies:

- i) **For Indigenous Manufacturer:** For Goods and Services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country. i.e. INR (Rs.).
- ii) **For Foreign Manufacturer:** For Goods and Services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted only in one of the following freely convertible currency US Dollar, EURO, British Pound, Japanese Yen and Australian Dollar.

The bidders are advised to quote rate of imported equipment/spares/service in foreign currency only. The payment of the imported equipment/spares/service is to be made directly to the manufacturer through Letter of Credit.

NOTE: In case of equipment/spares/service to be supplied with spares & consumables, additional accessories, AMC etc which are to be provided from within India, bidders may quote in combination of INR and foreign currencies indicated above

viii) 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.

After having submitted the 'original' bid for each bid-part and before the due date and time for submission of bids, a bidder has a right to submit: 'Substitution' bid; or 'Withdrawal' bid for all its bid-submissions.

NOTE: In view of the above procedure of evaluation, bidders at the time of submission of bid should ensure that their offers/templates and supporting documents are correct and strictly meet the NIT criteria.

ix) LANGUAGE OF BID

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

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

x) WITHDRAWAL OF AN OFFER OR PROPOSAL

A tenderer, who is the proposer, may withdraw its offer at any time before its acceptance, even though the firm might have offered to keep the offer open for a specified period. It is equally open to the tenderer to revise or modify his offer before its acceptance. Such withdrawal, revision or modification must reach the accepting authority before the acceptance is put in communication.

No legal obligations arise out of such withdrawal or revision or modification of the offer as a simple offer is without a consideration. Where, however, a tenderer agrees to keep his offer open for a specified period for a consideration, such offers cannot be withdrawn before the expiry of the specified date.

This would be so where earnest money is deposited by the tenderer in consideration of his being considered for award of contract and withdrawal of offer by the tenderer before the specified period would entitle the purchaser to forfeit the earnest money.

	<p>In case the bidder is exempted from payment of EMD, it will be asked to submit the EMD amount of the tender within 7 days failing which it will be debarred from participation in any tender for a period of 1 year for the same item(s).</p> <p>However, as per OM no. F.91412020-PPD dated 12.11.2020 issued by Department of Expenditure, Ministry of Finance, GoI, any default which attracts forfeiture of EMD (as prescribed in CIL Purchase Manual 2020 and subsequent amendments) as defined in the request for bids document, they will be banned for two years from being eligible to submit Bids in CIL and its Subsidiaries.</p>
J	<p>OPENING OF e-TENDERS /Bids:</p> <p>i. Techno commercial bids (COVER-I) will be decrypted online and opened by the "Bid Openers" with their Digital Signature Certificates On scheduled date & time of tender opening.</p> <ul style="list-style-type: none"> ▪ In critical tender, on opening of the bids, GTE, TPS and all other documents uploaded by the eligible bidders get opened, based on the declarations/ information filled by the bidder in TPS & GTE etc. ▪ The Cover-I i.e. Techno-commercial Bid on-line will opened on the pre-scheduled date and time of tender opening subject to receipt of at least 03 (Three) bids. In case 03 (Three) bids are not received within originally stipulated time, the due date of tender shall be extended by four (04) days automatically by the system. ▪ However, no separate paper publication of such corrigendum shall be required. The tender may be considered for opening only when at least (03) three bids have been received against the tender. In case even after granting 04 days extension, less than 03 bids are received, tender shall be considered for opening. However, above stipulation for minimum 03 bids shall not be applicable in case of issue of single tenders/ proprietary tenders. In case no offers are received, tender will be cancelled with competent approval. The information of cancellation of tender will be uploaded on the e-procurement portal through corrigendum. The Bidders may view the bid opening online remotely on their personalized dashboard. <p>If due to unavoidable/unforeseen circumstances and also if Cover-I bid opening date falls on a holiday, the Cover-I i.e. <u>online techno-commercial bid</u> will be opened on the <u>next working day at the same time.</u></p> <p>ii. Price-Bid (Cover-II) will be opened after evaluation of Cover-I. The Cover-II of only the techno-commercially acceptable bidders (qualified bidders against Cover-I) shall be decrypted and opened on the scheduled date & time for which separate intimation will be given to the techno-commercially acceptable bidders through the e-procurement portal.</p>
K	<p><u>EVALUATION OF BID/ SHORT FALL DOCUMENTS:</u></p> <p>i) The e-Procurement System will evaluate the bids automatically based on details entered by the bidders in TPS and GTE, if applicable, and system evaluated technical scrutiny report will be available on the system itself. Subsequently, the bidder's response in TPS will be scrutinized/ verified and evaluated by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.</p>

- ii) All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the tender document. Bids not submitted strictly complying to the Terms and Conditions of NIT will be treated as unresponsive may be ignored straightaway. Any bid which has not been submitted with the requisite amount of EMD/ Exemption document will not be considered for further evaluation.
- iii) Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- iv) After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from all the bidders. Request for documents and the response shall be in writing. No modification of the bid and any form of communication with SECL or submission of any additional documents, not specifically asked for by SECL, will be allowed and even submitted they will not be considered by the purchaser. **For this purpose, maximum 02 chances will be given. The time period for the first clarification will be for 07(seven) days and for the subsequent second clarification, if required, will be 05(five) days. The above documents will be specified on-line under the link 'Confirmatory Documents, by evaluator, indicating the start date and end date for online submission by bidder.** The above documents will be specified on-line under the links 'Shortfall Documents or Confirmatory Documents as the case may be, by evaluator, indicating the start date and end date time for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall Documents or Confirmatory Documents/ Information" links as the case may be. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents within the specified period.
- v) The techno-commercial acceptability of all the bidders shall be evaluated and after evaluation, the date of opening of the price bid of the **TECHNO-COMMERCIALLY ACCEPTABLE BIDDERS** shall be fixed. As soon as the date and time of opening price bids of the techno-commercially acceptable bidders are set in the portal, system will send SMS & e-mail alert to the eligible bidders.
- vi) Bidders are hereby informed that all correspondence with them during the pre-contract stage shall be without any commitment whatsoever, at this stage.
- vii) SECL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard.

NOTE:

1. The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of the Purchase Manual.
2. All the details of Techno Commercial bid and Price bid will be kept preserved in the

	<p>archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.</p> <p>Bidders are therefore advised that they should take due care while uploading offer/confirmatory documents in order to avoid rejection of their bid.</p>
L	<p>PRICE BID OPENING/REVERSE AUCTION: General guidelines and Process Flow for Tender cum Reverse Auction: Applicable only for tenders valuing above Rs. 50.00 lakhs. (Applicable/Not applicable) The techno-commercial acceptability of all the bidders shall be evaluated and after evaluation, the date of opening of the price bid shall be fixed. As soon as the date and time of opening of price bids of the techno-commercially acceptable bidders are set in the portal, system will send SMS & e-mail alert to the eligible bidders.</p> <ol style="list-style-type: none"> i. On initiating the process of opening the price bid, the system will allow for Auto Financial opening, and upon clicking the button, the Auction BOQ will be created with the L1-rate of each item as "Auction Start Price in INR". This Auction BOQ sheet will be filled up and uploaded by Tender Inviting Authority. In case of Global Tenders this Auction BOQ sheet will be uploaded with an intimation of the Exchange rate considered by TIA (Tender Inviting Authority). The system will not disclose the name of the L-1 bidder to anybody prior to the completion of Reverse auction process. ii. In case of tender involving Reverse Auction for large number of items, the Reverse Auction may be conducted either for each item or different groups of items separately, i.e RA may be started at different times, in order to make it easier for the bidders to monitor the bids during Reverse Auction. iii. Reverse Auction will be initiated tentatively within two hours after opening of e-price bids i.e. COVER-II. The schedule of e-price bid opening/Reverse Auction shall be intimated to the eligible bidders by the system through SMS & e-mail alert. iv. The L1 price determined by the system in INR will be the start bid price on which the auction will be initiated. The L1 price is net landed price/cost to the company price (after taking in to account input tax credit as applicable). v. 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. <i>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.</i> vi. The reverse auction platform will be created, displaying only the item-wise L1 Landed cost received, decrement value, starting and ending time. The name of the bidders shall not be made visible to any bidder, participating in the Reverse Auction. vii. 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. This shall be worked out as under:

$$DVi = (DV + 2\% * L1)$$

Where DV=Decrement value (fixed) as indicated in NIT.

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

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

viii. In order to have ease of submission of reverse auction bid by the bidders, decrement value will be rounded off to nearest value as under:

- a) For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
- b) For decrement values from Rs. 11/- to Rs. 100/-, rounding off may be made to nearest 10.
- c) For decrement value from Rs.101/- to Rs. 1,000/-, rounding off may be made to nearest 100.
- d) For decrement value from Rs. 1,001/- to Rs. 10,000/-, rounding off may be made to nearest 1000 and so on

For cases where the unit rate is low and quantum of item is huge, if the decrement value in terms of 0.5% works out to be in paise and rounding off to nearest rupee, would be much higher than 0.5% of start bid value, the unit of measurement may be adjusted in such a way so that decrement value may remain in the range of 0.5% or Rs. 1.00 whichever is higher.

For example, Tender for any item, whose unit of measurement is in Kg and having low unit rate may be invited in terms of 10 Kg or 100 Kg, as may be considered appropriate, as unit of measurement.

The No. of Units will be specified in the BOQ and the bidder will have to quote their rates for the no. of units specified in the "Units" Column of the BOQ.

However, SECL reserves the right to place order in SECL's standard unit of measurement by converting the quoted units to the order units of measurement suitably.

LCB (Local Competitive Bidding) – The Price for the Reverse auction would be the Free delivery at site basis, i.e., cost to SECL, which should include all the components of Taxes and Levies applicable, Freight, Insurance etc. and taking into consideration Input Tax Credit as indicated above (if applicable against the tender), as per the BOQ given in the tender.

- ix. For deciding the reduced price to be offered by the bidder during the process of Reverse Auction, the firm may use the BOQ sheet to arrive at the landed cost after set-off i.e net cost to SECL, to enable them to fill-in the price and keep it ready for keying in during the Reverse Auction. The bidders who have submitted their offer in foreign currency shall have to multiply their landed price after set-off (i.e. Rate for deciding L-1) with the exchange rate prevailing on the price bid opening date, which shall be fed to the system by the Tender Inviting Authority during opening of the price bid. The data may be obtained from RBI/SBI website

or directly from Banks. This exchange rate shall be indicated in Auction BOQ sheet by the Tendering authority at the time of Reverse Auction.

- x. Initial period of reverse auction will be of two hours. **Auto Extension of time will be thirty minutes in case of any reduction recorded in the last thirty minutes.** The reverse auction will come to a close only when there is no further reduction recorded in the last thirty-minute slot, as applicable for the auto extensions of time. It may also be noted that in tenders where there are a number of items, auto extension will only be given for the item(s) for which any reduction has been recorded in last thirty minutes and for rest of the items the auction will close.
- xi. The system protects the bid and bidder information till auction gets over and display current L1 price (cost to company price) to the bidder in auction hall.
- xii. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder make such an attempt.
- xiii. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- xiv. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- xv. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all.
- xvi. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by SECL will form a binding contract between SECL and the bidder for entering into a contract. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid bid price.
- xvii. If a bidder does not submit his bid in the Reverse Auction, the price quoted by them in the 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.
- xviii. At the end of reverse auction, the L1 bidder has to upload the break-up of Landed Prices in the shortfall documents/ Confirmatory Documents. The detailed break-up of offered landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder shall upload break-up of price online through confirmatory link, after reverse auction in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less, otherwise it may be treated as withdrawal of offer and will attract penal action. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the L1 bidder fails to submit the break-up of landed price within stipulated period, the company will be at liberty to place order on the basis of the break-up of the e-price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.
- xix. In case of disruption of service at the service provider's end while the Reverse

	<p>Auction Procedure (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 "Start Bid" price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. Disruption and restarting of RAP shall be intimated to all the bidders through system / SMS / e-mail through e - procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.</p> <p>xx. System shall provide bidders details along with bid documents at the end of Reverse Auction.</p> <p>xxi. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or low compared with estimated price, LPP etc, SECL reserves the right to seek justification of the price from lowest bidder. If the price is not considered reasonable, SECL may not accept such bid and go for another tender process.</p> <p>xxii. 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.</p> <p>xxiii. If a bidder has quoted as "Preferential Bidder" category and the Tender Inviting Authority (TIA) has rejected the status of the bidders privileged category due to non - compliance to tender requirement then the bidder will not be treated as privileged category bidder and during price bid opening its bid will be treated as non-preferential category bidder and will be evaluated accordingly.</p> <p>xxiv. There will be no participation fees for e-Reverse auction.</p>
<p>M</p>	<p>General guidelines and Process Flow for Tender (without reverse Auction)against tender whose value is up to Rs. 50 Lakh (Applicable/Not applicable) Single Tender Enquiry, Limited Tender Enquiry and the Open Tenders whose value is uptoRs. 50.00 lakhs shall follow tendering process as under:</p> <p>i) On the scheduled date and time of tender opening only Cover I will be opened. The documents and the TPS of all the bidders will be downloaded by TIA.</p> <p>ii) After evaluation of the uploaded documents, Shortfall documents are sought from the bidders, if required. For this purpose, system allows one chance through shortfall Documents, which should be of 7 x 24 hours. Shortfall documents / clarifications are to be sought only in cases, indicated at clause no 11 of Section II of this NIT. It is the responsibility of the bidder to upload the required shortfall documents within the specified date and time for evaluation of the offer submitted by them.</p> <p>iii) The techno-commercial acceptability of all the bidders shall be evaluated and after evaluation, the date of opening of the price bid shall be fixed. As soon as the date and time of opening price bids of the techno-commercially acceptable bidders are set in the portal, system will send SMS & email alert to the eligible bidders.</p> <p>iv) If a bidder has quoted as "Preferential Bidder" category and the Tender Inviting Authority (TIA) has rejected the status of the bidders privileged category due to non - compliance to tender requirement then the bidder will not be treated as privileged category bidder and during price bid opening its bid will be treated as non-preferential category bidder and will be evaluated accordingly.</p> <p>v) The Prices shall be quoted in the BOQ clearly indicating Input Tax credit on GST as applicable, so that it is reflected in the landed price for the purpose of arriving at the Item wise L-1 price. The column "TOTAL AMOUNT after ITC for arriving at Item wise L-1 bidder" as indicated in the BOQ shall be considered by the system for determination of L-1 bidder (Column BB of BOQ sheet).</p> <p>vi) System provides bidder details along with bid documents only at the end of tender opening process.</p> <p>vii) The status of the bidder (L-1, L-2 etc) shall be evaluated item wise by the system considering the Price quoted in the price bid after taking into account set off against available Input Tax Credits, (i.e. cost to the company)</p> <p>viii) All electronic bids submitted during the tender process shall be legally binding on the bidder.</p> <p>ix) Input Tax Credit will be considered for determining the status of the bidders.</p> <p>x) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.</p> <p>xi) If the lowest price received during tender is unreasonable or it is unacceptable on ground of being too high or</p>

	<p>too low compared with estimated price, LPP etc, SECL reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.</p> <p>*** The submission of forged document, if any, by the bidder(s), shall be dealt with as per the provisions under clause 6.13 of the Purchase Manual. CIL Purchase Manual 2020 is available in the website http://www.coalindia.in.</p>
N	<p>Conflict of Interest among Bidders/Agents</p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> They have controlling partner (s) in common; or They receive or have received any direct or indirect subsidy/financial stake from any of them; or They have the same legal representative/agent for purposes of this bid; or They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or Bidder participates in more than one bid in the bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/ assemblies from one bidding manufacturer in more than one bid. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: <ol style="list-style-type: none"> The principal manufacturer directly or through one Indian agent on his behalf; and Indian/foreign agent on behalf of only one principal. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same /similar line of business.
O	<p>OPTION CLAUSE: [Applicable for Consumable, Spares etc. (other than capital items)]/[Not applicable in Development/Trial tenders]</p> <p>Initially the Option Clause will be operated for consumables/spares/etc. (other than capital items)</p> <ol style="list-style-type: none"> SECL 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. With the provision of the Option Clause, coverage for additional quantity upto 25% of offered quantity can be made either by: <ol style="list-style-type: none"> Ordering full 25% quantity at the time of placement of contract; Ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract; Ordering option quantity subsequent to placement of contract but during the currency of contract. SECL'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. <p>While exercising the (-) 25% option clause, a reasonable notice shall be given to the supplier. The purpose of 'reasonable notice' for exercise of (-) 25% option clause consequent to decrease in price subsequent to placement of contract shall be served by giving a reasonable opportunity to the supplier to unconditionally agree to accept such lower rates for the quantity unsupplied on</p>

the date of reduction/ decrease of prices or the (-) 25% quantity, whichever is less. Where the supplier does not unconditionally accept such lower rate, no further consent from the supplier is necessary for exercise of (-) 25% quantity under option clause.

SECTION-III

General COMMERCIAL TERMS AND CONDITIONS of the NIT

(Bidders to read carefully before submitting the online tender)

(Refer ANNEXURE-E as GCC: General conditions of contract as per CIL purchase manual)

	<p>Bidders are requested to read carefully following terms and conditions.</p> <p>Bidder's commitment:</p> <p>a) By submitting the bid against this tender, the bidder shall undertake the authenticity and statement made in the bid as well as documentary support of such statement submitted with bid and also agrees to penal action by SECL as deemed fit if any commitment/confirmation is found to be false/wrong at any stage.</p> <p>b) By submitting the bid against this tender, it is essential for the bidder to accept unconditionally all terms and conditions of the NIT as indicated below.</p>														
1	<p>INTEGRITY PACT (Applicable/Not Applicable):</p> <p>The bidders will have to upload along with their offer, duly filled-in, signed and stamped (on each page) Pre Contract Integrity Pact on the plain paper as per prescribed format, failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact. In terms of the Integrity Pact, the Independent External Monitor(s)(IEMs) nominated for this tender are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Name of IEM</th> <th style="text-align: center;">Address</th> <th style="text-align: center;">e-Mail ID</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Shri Sanjeev Behari, IRS (Retd.)</td> <td>A-81, Sector 50, NOIDA, Gautam Budha Nagar - 201301 UP</td> <td style="text-align: center;">saloni_bhahari@yahoo.co.in</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Shri Vinayaka Rao Turaga, IOFS, Retd.)</td> <td>Turaga House, Anne Baburao Colony, Penamaluru Vijayawada, -521139 (AP)</td> <td style="text-align: center;">tvrao56@gmail.com</td> </tr> </tbody> </table> <p>In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs):</p> <p>SECL has signed M.O.U with M/s. Transparency International India for implementation of integrity pact. The integrity pact will be applicable for all the tenders valued at Rs. 2.00 Crores and above. The integrity pact document to be signed by the bidders is enclosed at Annexure-B. This integrity pact is deemed to have been signed by SECL authorities and a copy may be downloaded by the tenderer for their record. Submission of Integrity Pact document is mandatory for this tender. Therefore, the tenderers are advised to submit the Integrity Pact document digitally signed mentioning the tender no. and date.</p>			S. No.	Name of IEM	Address	e-Mail ID	1	Shri Sanjeev Behari, IRS (Retd.)	A-81, Sector 50, NOIDA, Gautam Budha Nagar - 201301 UP	saloni_bhahari@yahoo.co.in	2	Shri Vinayaka Rao Turaga, IOFS, Retd.)	Turaga House, Anne Baburao Colony, Penamaluru Vijayawada, -521139 (AP)	tvrao56@gmail.com
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2	Shri Vinayaka Rao Turaga, IOFS, Retd.)	Turaga House, Anne Baburao Colony, Penamaluru Vijayawada, -521139 (AP)	tvrao56@gmail.com												
2	<p>PRICE: BOQ/Price Bid shall be submitted through e-Procurement System through Internet. Prices offered should be firm till completion of contract; otherwise the offer will be rejected. Offers with variable prices will be considered as non-responsive. Prices quoted are to be on FREE DELIVERY AT SITE basis/Free Delivery to Consignee basis, i.e. for delivery up to Place of work. The prices should be quoted in the specified format available on-line.</p>														

	<p>Prices offered should be "FIRM" till completion of contract; otherwise, the offer will be rejected. Offers with variable prices will be considered as non-responsive.</p> <p>However, in specific tenders for long term contracts, where Price Variation Clause is considered necessary, the same shall be applicable, as specified in Section-IV (SSC) of the NIT</p>
<p>3</p>	<p>TAXES AND DUTIES: GST shall be applicable as per provision of GST Act-2017</p> <p>I) Goods and Services Tax (GST): GST will be payable extra as per prevailing GST Rules. Bidders have to clearly indicate GST rates applicable (IGST/SGST & CGST) and GST (Compensation to State) Cess in Price Bid/BOQ.</p> <p>If the Bidder is exempted from paying GST or Bidder has opted for GST Composition scheme, the same shall be confirmed with valid documentary evidence. (In case of inter-state supplies composition scheme shall not apply)</p> <p>The Bidder shall confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer.</p> <p>II) (i) Bidder shall provide details of their GSTIN. (ii) South Eastern Coalfields Limited (SECL)'s state-wise GSTINs (provisional) are indicated below: Chhattisgarh State GST No - 22AADCS2066E9ZL Madhya Pradesh GST No - 23AADCS2066E1ZR West Bengal GST No - 19AADCS2066E1ZG</p> <p>III) <u>Input Tax Credit (ITC)</u>: Set off against ITC of GST will be considered wherever applicable, while arriving at Landed Cost vis-à-vis ranking of the bidders.</p> <p>IV) Input Tax Credit (ITC) can be availed in case of consignment imported directly by SECL where IGST and GST Compensation Cess (wherever applicable) are paid. Set-off of IGST element and GST (Compensation to State) Cess (wherever permitted as per GST rules) shall be considered while arriving at Landed cost vis-à-vis ranking of the bidders. In case of imports, credit of IGST and GST Compensation Cess shall be availed as per rules on the strength of Bill of Entry filed in the name of SECL.</p> <p>The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.</p> <p>The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.</p> <p>V) The successful bidders shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and</p>

	<p>enabling mechanism to facilitate Input Tax credit by SECL.</p> <p>In the event of placement of order, supplier shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate SECL to avail Input Tax Credit (ITC) as per eligibility under GST. In case SECL is unable to avail ITC or any liability arises to SECL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by SECL shall be recovered from supplier.</p> <p>VI) <u>Anti-Profitteering Clause</u>: Bidders shall confirm that "Any reduction in rate of tax, on any supply of goods or services, or the benefit of Input Tax Credit, shall be passed on to the SECL by way of commensurate reduction in prices" As per the provision of GST Act.</p> <p>VII) Suppliers of Goods/Services shall make all out efforts to comply with the provisions under GST Act and Rules there under and also shall strive to maintain high compliance rating score under GST during the period of contract with SECL.</p> <p>VIII)<u>E-way Bill</u>: In the event the delivery of goods by the supplier is on Free Delivery at Site basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill, as per GST rules.</p> <p>NOTE: If the Bidder offers spares/consumables on Free of Cost (FoC) basis. The tax liability if any on the items being offered on (FoC) Free of Cost basis, shall be of the bidder.</p>
<p>4</p>	<p>EVALUATION OF BID PRICE:</p> <p>The prices quoted shall be normally compared on Free Delivery at sight/ Consignee basis, which includes packing and forwarding charges, freight, insurance, Taxes, Duties etc. payable in each case, as applicable on the date of opening of price bid, after taking into account set off against available Input Tax Credits, (i.e. cost to the company) basis.</p> <p>Conditional discounts, including trade/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 shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.</p> <p>In case of MSEs and startups, where criteria of prior turnover and prior experience is to be relaxed as per Govt. instructions, the provisions of clause no.19.A-C mentioned in GCC, will be followed for such entities.</p> <p>i) Evaluation of composite offer of Equipment and spares and Consumables for 01 year (12 months) of warrantee period from the date of commissioning of the equipment and thereafter Spares & Consumables under Spares Cost Cap for a period of 36 months.</p> <p>a) Evaluation will be made equipment wise based on the price of equipment and spares and consumables for warrantee period of 12 months from the date of commissioning of equipment and thereafter spares and consumables (Spares Cost Cap basis) for required period of time (i.e. 36 months) beyond warranty</p>

	<p>period of the equipment.</p> <p>b) Evaluation will take into account Net Present Value (NPV) of quoted prices spares & consumables for the period to be supplied after warrantee period of the equipment from the dated of commissioning of equipment. The NPV shall be calculated on annual basis. The discounting factors to work out NPV of spares and consumable under Spares Cost Cap for the period of 36 months after warrantee period will be indicated in the BOQ. The net present value is to be arrived by multiplying the discounting factors for evaluation purpose.</p> <p>c) The total Bid price of each bidder for the equipment will be calculated in the following manner:</p> <p>Total Bid Price (Per equipment basis): Total Net Landed price of Equipment + Total Net Landed price of spares and consumable for warrantee period of 01 year (12 months) from the date of commissioning of equipment + NPV of total Net Landed Price of spares & consumables for equipment (Spares Cost Cap basis) for a period of 36 months to be supplied after warrantee period of 01 year (12 months) from the date of commissioning of the equipment.</p> <p>The Total Net Landed Price will be arrived at after deducting applicable input tax credit.</p> <p>The ranking of the techno-commercially acceptable Bids shall be made on the basis of the total Bid price of the equipment as above and contract will be awarded accordingly subject to acceptance of price by the purchaser.</p> <p>NPV is calculated considering the discounting factor of 10.10% as detailed in BOQ.</p>
4.1	<p>EVALUATION OF OFFER IN INR (IN INDIAN RUPEES): The price should be quoted by the bidders from India in Indian Rupee on Free Delivery at sight/ Consignee basis only up to the consignee destination stores with break up of prices as under, (Consignee may be any Regional / Central Stores of SECL as mentioned in consignee particulars of NIT).</p> <p>The bidder should indicate the following in <u>PRICE BID/BOQ</u> at the specified space:</p> <ol style="list-style-type: none"> Net Ex-works (Basic Price) Packing & Forwarding charges. Freight charges. Transit Insurance charges Other charges if any Any other taxes / duties as legally leviable should be spelt out clearly by the bidder. GST (IGST/ CGST & SGST), GST (Compensation to State) Cess as applicable should be filled at specified space in the BOQ/Price bid. Bidders status/ Category for applicability of GST. <p>For taxes / duties % age or amount should be clearly indicated as applicable on the date of offer at specified space in the BOQ.</p> <p>Safe arrival of materials up to destination shall be the responsibility of the supplier. In case of transportation of goods by road, it should be done through Registered Common Carrier only.</p>

The price for determining status of the bidders shall be automatically calculated by the system based on the inputs, values provided by respective bidder in their price bid after considering setoffs against GST (IGST/ CGST & SGST) and GST (Compensation to State) Cess etc. wherever applicable.

All bidders should strictly comply with provisions of GST Act to enable SECL to avail ITC and in turn comply with the GST Act.

NOTE: For Local Supplier's offer, unless otherwise specified by the bidder, evaluation of bids shall be made taking the rates of GST as indicated by the bidder in the BOQ. Please note that if any amount is indicated in the Input Tax credit Column for the items where ITC is not available to SECL, the same shall be treated as discount for the purpose of placement of order, if the bidder becomes the successful bidder.

EVALUATION OF OVERSEAS OFFER IN FOREIGN CURRENCY: The price should be quoted by the overseas bidders in any one of the following freely convertible currency US Dollar, EURO, British Pound, Japanese Yen and Australian Dollar on **CIP – Carriage & Insurance Paid up to the consignee destination stores with break up of prices as under**, (Consignee may be any Regional / Central Stores of SECL as mentioned in consignee particulars of NIT). **Prices for spares and consumable under Spares Cost Cap shall be quoted in INR only except for spares & consumables for initial 12 months which can be quoted in either INR or Foreign Currency.**

The bidder should indicate the following in PRICE BID/BOQ at the specified space:

- a) FOB Value
- b) Assessable Value
- c) Inland Freight & Port Clearance Charges
- d) Basic Custom Duty
- e) Social Welfare Surcharge
- f) Agency Commission on FOB charges
- g) GST (IGST), GST (Compensation to State) Cess as applicable should be filled at specified space in the BOQ/Price bid.
- h) Bidders status/ Category for applicability of GST.

Taxes/duties % age or amount should be clearly indicated as applicable on the date of offer at specified space in the BOQ.

Safe arrival of materials up to destination shall be the responsibility of the supplier. In case of transportation of goods by road, it should be done through Registered Common Carrier only.

The price for determining status of the bidders on the CIP basis shall be automatically calculated by the system based on the inputs, values provided by respective bidder in their price bid after considering setoffs against GST (IGST) and GST (Compensation to State) Cess etc. wherever applicable.

	<p>All bidders should strictly comply with provisions of GST Act to enable SECL to avail ITC and in turn comply with the GST Act.</p> <p>NOTE: Please note that if any amount is indicated in the Input Tax Credit Column for the items where ITC is not available to SECL, the same shall be treated as discount for the purpose of placement of order, if the bidder becomes the successful bidder.</p> <p>NOTE: For arriving at L1 status the FOR-destination prices of local bidder will be compared with CIP-destination prices of foreign bidders.</p>
4.2	<p>COMPUTATIONAL ERRORS:</p> <ol style="list-style-type: none"> 1. In case of any discrepancy in the total price of all spares & consumables quoted in INR Sheet in BOQ template and summation of individual items quoted in BOQ2 sheets, the prices in BOQ (if not participated in reverse auction)/revised Price Break-Up submitted after participation in reverse auction, shall be considered for evaluation, while award of contract and payment shall be made at lower of the two prices. 2. Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected.
5.	<p>VALIDITY OF OFFER: The offer should be kept valid for 120 days (One Hundred and twenty days) from the date of opening of tender as specified. The bid validity for a period shorter than 120 days is liable for rejection. Withdrawal of tender within the validity period is also not permitted. During the Tender evaluation process if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and seller.</p>
6.	<p>FIRM PRICES: Prices offered should be Firm. The prices quoted must be FIRM till completion of contract otherwise, the offer will be rejected. Offers with variable prices will be considered as non-responsive.</p>
7	<p>PAYMENT TERMS and CONDITIONS:</p> <p>7.1: FOR EQUIPMENTS AND P&M ITEMS (including initial spares etc)-</p> <p>7.1.1: The Bidders shall confirm their acceptance of the following Payment Terms:</p> <ol style="list-style-type: none"> i. 80% value of the equipment and 100 % taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission and acceptance of Performance Bank guarantee valid till 3 months after the completion of 48 months period from date of commissioning of equipment ii. Balance 20% payment shall be made within 21 days after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates of successful commissioning. A certificate shall immediately be submitted by the unit concerned duly vetted by the SO(Excv)/(E&M) and area GM to the paying authority through GM (Excv) HOD/ GM(E&M) HOD. <p>7.1.2: The Bidders from overseas countries shall confirm their acceptance to the following payment terms:-</p> <p>"80% payment of the CIP value at Consignee will be made against receipted challan/</p>

~~consignment note of all the consignments along with shipping document and confirmation of required performance Bank Guarantee through unconfirmed, irrevocable letter of credit. Balance 20% will also be paid through unconfirmed irrevocable, letter of credit against submission of successful commissioning report duly countersigned by HOD of technical dept. of SECL."~~

~~The bidders are advised to quote rate of imported equipments in foreign currency only. The payment of the imported equipment is to be made directly to the manufacturer through Letter of Credit.~~

7.2: FOR ALL OTHER ITEMS: (For spares & consumables).

7.2.1 The Bidders shall confirm their acceptance of the following Payment Terms:

"100% payment for spares and consumables shall be paid within 21 days after receipt and acceptance of the material at site by consignee or submission of suppliers' bills, whichever is later."

7.2.2 The Bidders from overseas countries shall confirm their acceptance to the following payment terms:-

"100% of the CIP value at Consignee, shall be made to the bidders in overseas countries through an unconfirmed Letter of Credit."

All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by SECL and all charges in the seller's country shall be borne by the beneficiary.

PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. 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.

Payment for agency commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees as on date of Bill of Lading, 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 BC 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.

The agency commission shall be paid after successful commissioning of the equipment supplied.

NOTE: Freight and transit insurance charges shall be paid at actual subject to ceiling

	<p>of the quoted rates/ prices.</p> <p>7.3.2 Payment Terms for Source Development of items other than equipments (Trial): 100% Payment shall be made within 21 days after receipt and acceptance of materials at site against submission of Bank Guarantee of equivalent amount, valid for SIX months over and above the Warranty/Guarantee period/ Performance guarantee period, whichever is later. The Bank Guarantee shall either be released / extended depending upon merit of the case.</p> <p><u>PAYING AUTHORITY:</u> GM (F), SECL, Bilaspur (CG) India.</p> <p><u>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</u> SECL is making payment of supplier's bills through Electronic Fund Transfer (EFT). Such Bidders are therefore, advised to indicate their Bank Account number and other Bank Details in their Invoice.</p> <p>NOTE: SECL HQ is registered on the TReDS platform of RXIL with Member ID SO0001771 to facilitate payment to MSME Vendors through TReDS platform of RXIL</p> <p>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.</p>
8	<p>8.1 DELIVERY AND DOCUMENTS, if applicable: The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods/service must be completed within the specified period.</p> <p>Delivery of the Goods/service shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods/service shall be deemed to take place on delivery of the Goods/service in accordance with the terms of the contract after approval of Goods/service by the Inspector.</p> <p>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:</p> <ol style="list-style-type: none"> 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. **(For detail of delivery schedule refer to SEC-IV)**

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

8.2. QUALIFYING CRITERIA: Applicable

For Materials other than Equipment: The bidder should be in a position to supply at least 25% of the total quantity for which the tender has been issued, within the specified delivery schedule.

For Equipments: The bidder should be in a position to supply at least 50% of the total quantity for which the tender has been issued within the specified delivery schedule.

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

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

8.3. DISTRIBUTION OF QUANTITY (APPLICABLE/~~NOT APPLICABLE~~) :

Except in cases, where it is pre-decided and pre-disclosed in the tender documents to award contract on more than one bidder in a pre-determined ratio, normally 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

	<p>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).</p>
<p>9</p>	<p>LIQUIDATED DAMAGES CLAUSE: The bidders will confirm their acceptance of the following: In the event of failure to deliver/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, South Eastern Coalfields Ltd., shall have the right:</p> <ol style="list-style-type: none"> a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) for the price of any store which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) of the total contract value. b) 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 stores at the risk and expenses 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/ contract holder, South Eastern Coalfields Ltd., 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. South Eastern Coalfields Ltd, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase. g) For the purpose of the calculation of the liquidated damages amount, the basic FREE DELIVERY AT SITE price shall be considered. For direct imports, the CIF 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. <p>DENIAL CLAUSE (over and above levy of LD): In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation.</p>

	<p>Regarding increase in statutory taxes and duties during the extended period, the same may be admissible provided the buyer gets 100% input tax credit for those taxes and duties; otherwise increase in taxes and duties are not to be paid to the seller. However, decrease in statutory taxes and duties is to be availed by the buyer.</p>
<p>10</p>	<p>FORCE MAJEURE CLAUSE:</p> <ol style="list-style-type: none"> 1 Force Majeure means an event beyond the control of the supplier / contract holder and not involving the supplier's / contract holder'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. 2 If there is delay in performance or other failures by the supplier/ contract holder 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. 3 In such a situation, the supplier/ contract holder 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. 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. 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. 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. 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

	<p>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."</p>
11	<p><u>PRICE FALL CLAUSE:</u> 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.</p> <p>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:</p> <ul style="list-style-type: none"> 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 private parties) and bodies. <p>NOTE:</p> <ul style="list-style-type: none"> 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

	<p>Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.</p> <p>e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh</p> <p>f. Point (b) above is not applicable in the case of renewal of Depot Agreements.</p> <p>PRICE CERTIFICATE: The successful bidder will be required to submit following price certificate along with each supply: <i>"Prices quoted in the tender are the lowest and not higher than as applicable to any other organization/ministry/department of Govt. of India or Coal India Ltd. and/or its subsidiaries or other PSU or Private Organizations for equipment/ goods/stores/items of same specifications"</i></p>
12	<p>COMPOSITE GUARANTEE/WARRANTY- The supply shall be covered by the maker's standard guarantee as follows:</p> <ol style="list-style-type: none"> 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. 2 The supplier shall Guarantee for the satisfactory performance of the complete items for a period as specified in Technical Parameter Sheet (TPS) / Section IV of NIT. 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. 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. 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. <p>The supplier shall warrant that the items supplied under the contract / supply order</p> <ol style="list-style-type: none"> 1. Not likely to be discontinued or become obsolete till the life of the offered equipment. 2. Is in accordance with the contract specifications.
13	<p>SECURITY DEPOSIT:</p> <p>The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. (As per Annexure - C)</p> <p>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 Security Deposit shall be for 10% Of equipment landed value along with maximum annual Of Spares & landed value Consumables. The</p>

Security Deposit shall be in the form of a RTGS/NEFT/IMPS/ 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.

1. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed Annexure.
2. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
3. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts/rate/running contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
4. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within extended security submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
5. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted.
6. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
7. 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.
8. 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 equipment landed value along with maximum annual of spares and & landed value Consumables. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

	<p>9. 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.</p> <p>10. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.</p> <p>11. The SDBG will be submitted Through Structured Financial Management System (SFMS).</p> <p>NOTE:</p> <p>a) No exemption from Security deposit shall be allowed in case of Trial/ Source Development tender.</p> <p>b) No exemption from Security deposit shall be allowed for Ancillaries of SECL/MSEs including NSIC Registered firms and Startup</p> <p>c) Submission of Security deposit is exempted for the contracts having value up to Rs. 2 Lakhs</p>
14	<p><u>PERFORMANCE BANK GUARANTEE:</u></p> <p>1. The successful tenderer 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. (As per Annexure C) (on a non-judicial stamp paper of value Rs.250.00 only)</p> <p>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.</p> <p>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.</p> <p>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 by the number of equipment ordered for that particular item of the NIT.</p> <p>5. The PBG(s) shall be initially valid initially valid for 21 Months from the date of receipt /acceptance of material at consignee end.</p> <p>6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/ equipment(s).</p> <p>7. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment Of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if No Claim Certificate is received from the concerned HOD (MM) and the contractor indicating that there is no claim pending and that there is no dispute pending, respectively. However, in case there is no dispute pending & No Claim Certificate is not received in writing from the user within 6(six) months from the expiry Of the validity period, the BG shall be released without further reference the user, with the ap</p>

	<p>proval of the Director of the concerned subsidiary/CIL</p> <p>8. 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 and in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. The amount shall be refunded to the supplier upon acceptance of PBG submitted by them.</p> <p>9. The PBG will be submitted through Structured Financial Management System (SFMS).</p> <p>10. This Bank Guarantee shall be initially valid initially valid for 21 months from the date of receipt /acceptance of material at consignee end and the same shall either be released or extended depending upon the merit of the case.</p>
15	<p>PACKING AND MARKING:</p> <p>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.</p> <p>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.</p> <p>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'.</p> <p>4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.</p> <p>5. <u>Packing instructions:</u> 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:</p> <ol style="list-style-type: none"> 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; <p>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.</p>
16	<p>AFTER SALES & SERVICES (For Equipment Only):</p> <p>In case of procurement of Equipment, bidders/manufacturer should have After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for</p>

	<p>providing training to SECL's personnel.</p> <p>In case the bidder/manufacturer does not have the After Sales Service Support facilities in India, it will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value.</p> <p>NOTE: In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent may also be acceptable on meeting minimum criteria.</p>
17	<p>INSPECTION AND TESTS :</p> <ol style="list-style-type: none"> 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 Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, at least 30 days in advance will be given for inspection. 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. 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,

	<p>subsequently remove the same from the Purchaser's Site at the Supplier's cost.</p> <p>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.</p> <p>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.</p> <p>6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.</p> <p>7. Pre-dispatch inspection by M/s CMPDIL as per Annexure D.</p> <p>8. Final inspection shall, however, be carried out at the consignee's end.</p>
<p>18</p>	<p>PAST SUPPLY DETAILS: The Bidder should submit relevant supply Orders received in the past as per provenness criteria given in the TPS. Further the bidders shall essentially upload scanned, authenticated copies (signed and stamped by the bidder) of orders received by them from as per eligibility criteria along with other documents. Failure to submit the documents shall render a tender liable for rejection. The copies to be submitted online must be legible and readable.</p> <p>For supplies supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder shall submit a Self-Certificate in the following format: <i>"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". (ANNEXURE – N)</i></p> <p>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.</p> <p>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.</p>
<p>19A</p>	<p>PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES/ANCILLARIES/ MSEs:</p>

- I.** The Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA's guidelines being issued from time to time. 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.
- II. MSM ENTERPRISES:** As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.
- III. Present Policy on purchase preference and other benefits to Micro and Small Enterprises/Ancillaries:**
- A)** As per the latest directives of Govt. of India EM-Part II or UAM registered bidders have to mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate duly self-attested/digitally signed valid between bid publication date and bid opening date are to be submitted in support of their MSE status to make them eligible for benefits listed under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued by Govt. of India Policy. Ensuring submission of valid and authentic UDYAM certificate will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/ misleading/ incomplete, their offer may be treated as unresponsive and suitable penal action as per provisions of CIL Purchase Manual may be taken against them. However, these firms are not eligible for exemption of Security Deposit. *(Above referred "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012" is applicable for procurement of goods produced and services rendered by MSEs and not for any trading activities by them (not applicable for Traders/Distributors/Agents).*
- NOTE:** Acceptance of UAM or EM-Part II for claiming MSE Purchase Preference and EMD exemption shall be subject to prevailing guidelines regarding extension of the validity of the above documents by Govt. Of India
- (Above referred "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012" is applicable for procurement of goods produced and services rendered by MSEs and not for any trading activities by them (not applicable for Traders/Distributors/Agents).*
- An MSE Unit will not get any purchase preference over another MSE Unit. 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 them also.)
- NOTE: Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period covers**

the date of tender opening.

B) If the offer is from a MICRO or SMALL enterprise, the tenderers have to also indicate whether the MICRO or SMALL enterprise is owned by a SCHEDULED CASTE (SC) or SCHEDULED TRIBE (ST) along with a notarized copy of caste certificate issued in favour of the owner by the state authority to comply the following:

- i.** In case of proprietary MSE, proprietor(s) shall be SC/ST.
- ii.** In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- iii.** In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

If the offer is from a MICRO or SMALL enterprise, the tenderers have to also indicate whether the MICRO or SMALL enterprise is owned by women along with a notarized copy of the women's Government issued Identification where Gender is mentioned to comply the following:

- i.** In case of proprietary MSE, proprietor(s) shall be women.
- ii.** In case of partnership MSE, the women partners shall be holding at least 51% shares in the unit.
- iii.** In case of Private Limited Companies, at least 51% share shall be held by women promoters.

C) Transaction Cost

(i) For MSEs: Micro and Small Enterprises shall be facilitated by:-

- (a) Exemption from Tender-Fee
- (b) Exemption from submission of Earnest Money Deposit.
- (c) No Exemption for Security Deposit

(ii) For Ancillaries:

- (a) Exemption from Tender-Fee
- (b) Exemption from submission of Earnest Money Deposit.
- (c) No Exemption for Security Deposit

D) Purchase Preference:

(i) For MSEs

In tender the participating MSEs quoting price within 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 MSE(i.e. L-1 bidder is not MSE). Such MSEs shall be allowed to supply up to **25%** of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

(ii) For Ancillaries

In tender the participating Ancillaries quoting price within 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 Ancillary. Such Ancillaries shall be allowed to supply up to **25%** of total tendered value over and above the **25%** quantity reserved for MSEs. In case of more than one such Ancillary, the supply will be shared proportionately (to tendered quantity).

E) Special Provisions for MSEs owned by SC or ST:

Out of 25% target of tendered qty/ requirement from MSEs, sub-targets of 4% & 3 % are earmarked for procurement from the MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs & women entrepreneurs respectively. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% & 3% sub-targets for procurement earmarked for MSEs owned by SC/ST entrepreneurs & women entrepreneurs respectively will be met from other MSEs.

F) Exclusive Procurement from MSEs: As per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, Gol has reserved 358 items for exclusive purchase from MSEs as defined under MSMED Act, 2006. Ministries/ Departments and Public Sector Undertakings are required to purchase these items only from MSEs having UDYAM REGISTRATION shall be entitled is also being used for such purpose.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, enterprise shall continue to avail of all non tax benefits of the category it was in before the reclassification, for a period of three years from the date of such upward change. Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.

G) Distribution of Orders for Micro & Small Enterprises (MSEs) and Ancillaries:

In case any MSE/ Ancillary unit is not lowest, they shall be considered eligible for placement of order only when they comply the following:

- i) Offer of MSE/Ancillary is techno-commercially acceptable.
- ii) The quoted price of MSE/ Ancillary should be within L1 + 15%
- iii) In case MSE/Ancillary firm is not L1 they will have to match the accepted L1 landed price.
- iv) Order will be limited to their offered/ quoted capacity.
- v) In case MSE/Ancillary units are not matching L1 landed price or having capacity constraint, such quantity shall be considered for placement of order on the available lowest bidder.
- vi) For 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).
- vii) It is clarified that if L1 price is quoted by an MSE, then the MSE who quotes L1

	<p>price will get the opportunity for full supply. However, if there are ancillary units within L1+15% price band, then 25% quantity shall be distributed among them at L1 price.</p> <p>viii) Further, in case of non-divisible tenders, an MSE quoting in the price band of L1 + 15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L1 by the MSE concerned.</p> <p>ix) 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.</p> <p>x) 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</p> <p>H) Purchase Preference To Ancillary Units</p> <p>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 25% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).</p> <p>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.</p> <p>NOTE I: As per Office Order No. F-5/4/2018-PPD Dt. 28/02/18 of Department of Expenditure, Ministry of Finance, Govt. of India it is mandatory to register Udyog Aadhar Memorandum (UAM) by MSE vendors on Central Public Procurement Portal (CPPP). In line with above all MSEs claiming benefits for being MSE are required to mandatorily submit their confirmation that they have been registered on CPP Portal (Annexure-J). MSEs failing to register on CPP Portal will not be extended any benefits as per Public Procurement Policy for Micro & Small Enterprises (MSEs) Act, 2012.</p> <p>NOTE II: The MSE bidders should enroll their name in the Coal India e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder Enrollment". The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy Order, 2012.</p> <p>The distribution of the order quantities amongst the MSE/Non MSE/SC/ST owned MSEs/Women Owned MSEs/Ancillary Units shall be as per the extant guidelines, considering the spirit of policy for enhancing the government procurement from MSEs.</p>
19B	<p>RELAXATION FOR STARTUPS: Definition and eligibility of Start Up shall be in line with OM vide letter no. F-20/2/2014PPD (pt.) Dt. 25/07/16 of under Secretary, GOI, subsequent amendment, if any.</p> <p>Further, as per Department of Expenditure, Ministry of Finance OM No.</p>

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]. If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., SECL, 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-A) has been enclosed in the tender documents and such MSEs/ Startups shall submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability.

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, duly notarized, for relaxation from the criteria of prior experience and prior turnover:

- a) A valid BIS Marking License for the quoted items or
- b) Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- c) A valid DGMS Approval certificate for the quoted items or
- d) 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: It has subsequently been clarified by the Department of Expenditure, MoF vide OM No. F.20/2/2014/PPD-(Pt) dated 20.09.2016 that there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer the vendors to have prior experience rather than giving orders to new entities. For such

	<p>procurements, wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups.</p>
<p>19C</p>	<p>PREFERENCE TO "MAKE IN INDIA": Policy regarding Public Procurement (preference to Local manufacturers as per "Make in India" order 2017 and subsequent amendments): As per guidelines of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India communicated vide OM No. P-45021/2/2017-B.E.-II Dt. 15/06/17, subsequent order from Ministry of Commerce and Industry, Government of India communicated vide No. P-45021/2/2017-PP(BE-II) Dt. 29/05/19 and Department of Heavy Industry, Ministry of Heavy Industries & Public Enterprises issued notification vide No 9/45/2017-HE&MT dated 08/06/2018 and <i>Order No:P-45021/2/2017-PP(BE-II) Dated 04-June-2020</i> and 16/09/2020 of Department of Promotion of Industry and Internal trade, Ministry of Commerce and Industry and subsequent amendments if any.</p> <p>Local Suppliers meeting the local content limits are eligible for following preferences: In terms of the above said policy, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the following manner:</p> <p>I. Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement</p> <p>a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined below, shall be eligible to bid irrespective of purchase value.</p> <p>b) In procurement of all goods, services or works, not covered by sub-para {I (a)} above, and with estimated value of purchases less than Rs. 200 Crore, Global tender enquiry shall not be issued except with the approval of competent authority. Only 'Class-I local supplier' and 'Class-II local supplier', as defined below, 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'.</p> <p>c) For the purpose of the above referred order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p> <p>II. In terms of the above said policy, purchase preference shall be given to "Class-I Local supplier" in all procurements undertaken by procuring entities in the following manner. In the procurements of goods or works, which are covered by para {I (b)} above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.</p> <p>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.</p> <p>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</p>

'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.

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

- a) 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.
- b) 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.
- c) 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.

IV. "Class-II local supplier" will not get purchase preference in any procurement undertaken by procuring entities.

V. The definitions of 'Local Content', Class I local supplier, Class-II Local supplier, Non-Local supplier, L-1, 'Margin of Purchase Preference' Nodal Ministry, procurement entity and works are as follows:-

- a) '**Local content**' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) '**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- c) '**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%
- d) '**Non - Local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- e) '**L 1**' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f) '**Margin of purchase preference**' means the maximum extent to which the

price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

- g) **'Nodal Ministry'** means the Ministry or Department identified pursuant to above referred order in respect of a particular item of goods or services or works.
- h) **'Procuring entity'** means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- i) **'Works'** means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

VI. Verification of Local Content

- a) The **"Class-I Local Supplier/Class-II Local supplier"** at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for **'Class-I Local Supplier/Class-II Local supplier'**, as the case maybe and shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the Class-I Local Supplier/ Class-II Local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) CIL/ Subsidiary Companies may constitute committees with internal and external experts for independent verification of auditor's/ accountant's certificates on random basis and in the case of complaints.
- d) False declarations will attract banning of business of the bidder or its successor(s) for a period of up to three years as per clause-6.13 of CIL purchase manual, along with such other actions as may be permissible under law.
- e) A **"Class-I Local Supplier/Class-II Local supplier"** who has been debarred by any procuring entity for violation of above referred order shall not be eligible for preference under referred order 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.

RECIPROCITY CLAUSE: Further, vide OM No. P-45021/52/2019-PP(BE-II) dated 13.03.2020 of the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, GOI, the following has been communicated with regard to Clause-10(d) of PPP-MII Order 2017:

1. It is clarified that if a country does not procure globally particular sector, Indian manufacturers are being excluded in that particular country and the reciprocity clause as per clause 10(d) of PPP-MII Order 2017 may be invoked.
2. Clause-10(d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence restrictive conditions such as registration in the procuring country / execution of projects of specific value in the procuring country etc.

	<p>3. All Ministries / Departments may ensure that tender documents state that Clause 10(d) of the PPP-MII Order 2017 will be invoked wherever applicable. In case of invocation of the reciprocity clause under clause 10(d) of the PPP-MII Order 2017, single bids can be accepted. In order to control tender pricing, bench marking of prices may be done.”</p> <p>Subsequent to the Public Procurement (Preference to Make in India), Order 2017, various ministries have issued notifications in furtherance to the said order. These notifications will continue to be applicable unless notified otherwise.</p> <p>Exemption of Small Purchases: Notwithstanding anything contained in paragraph I to VI above, procurements where the estimated value to be procured is less than Rs.5 Lakhs shall be exempt from above referred order. However, it shall be ensured by procuring entities that the procurement is not split for the purpose of avoiding the provisions of above referred Order.</p> <p>Rest all terms & conditions shall be as per Ministry of Commerce and Industry communicated vide OM No. P-45021/2/2017-B.E.-II, subsequent order vide No. P-45021/2/2017-PP(BE-II) Dt. 29/05/19 and Department of Heavy Industry, Ministry of Heavy Industries & Public Enterprises issued notification vide No 9/45/2017-HE&MT Dt. 08/06/18 and Order No:P-45021/2/2017-PP(BE-II) Dt. 04/06/20 and 16/09/2020 of Department of Promotion of Industry and Internal trade, Ministry of Commerce and Industry and subsequent amendments, if any.</p>
20	<p>IMPORTED ITEMS OFFERED BY INDIAN BIDDER (Indirect import) where supplier is to arrange import & pay custom duty etc.: In case of imported stores, where the supplier is to arrange importation and paying customs duties etc. the rates quoted will be in INR on FREE DELIVERY AT SITE basis and the safe arrival of the consignment from the country of origin to the destination will be of supplier's responsibility. In such case, Statutory Local Levies (if any) or GST will be payable extra as applicable.</p> <p>The firm should quote FREE DELIVERY AT SITE price and the firm shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Customs Duty as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer, shall be submitted along with supplies/ bills.</p> <p>In case the supplier supplies the imported stores in INR after importing and paying the customs duty, the supplier will be required to submit the following import documents to the consignee along with each supply to ensure authenticity and genuineness of imported materials:</p> <ul style="list-style-type: none"> (i) Self attested copy of Principal's invoice/ packing list along with original. (ii) Self attested copy of Bill of Lading/ Airway bill. (iii) Self attested copy of Bill of entry along with original. (iv) Certificate of county of origin. <p>(The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by consignee).</p> <p>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.</p>

	<p>AUDITORS CERTIFICATE FOR IMPORTED ITEMS: In case of imported stores other than direct import by Coal India Limited/Subsidiaries Companies the bidder shall have to confirm in their techno-commercial bid that the following certificate will be submitted with each supply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A certificate from the Auditor of the bidder/supplier certifying that the custom duty has been paid as per prevailing Custom Rates and refund, if any, shall be passed on to the buyer.
21	<p>IMPORTED ITEMS INVOLVING INDIAN AGENTS:</p> <p>a) Foreign principals involving Indian agents submitting offer on behalf of the principal/manufacture abroad on FOB/CFR/CIF/CIP basis should submit the following documents:</p> <ol style="list-style-type: none"> i. Certify that net prices to be paid to their Principals/Manufacturer, in foreign currency are exclusive of agency commission in Indian Rupees and indicate the amount/percentage of commission which Indian Agents are entitled to in terms of their Agreements with the foreign principals, which is included in the FOB price; ii. Produce their Principal's/manufacture's proforma invoice or certificate indicating commission to be allowed in the particular transaction, to their Indian Agents and the nature of their after sales service to be tendered by Indian Agents; iii. Produce a copy of the agency agreement with the foreign manufacturer stating the precise relationship between them and their mutual interest in the business. The agency agreement date with the foreign manufacturer should not be later than the date of the tender opening stipulated in the tender enquiry. <p>b) Foreign firms quoting directly against the tender enquiry and who have Indian Agents and/or servicing facilities in India should indicate in their offer the name of their Indian Agents or the representative they have for servicing in India. They should quote FOB/CFR/CIF/CIP. Price, inclusive of the amount of commission provided for the Indian Agents. It should be understood that the purchaser will indemnify the supplier against payment of such commission and would undertake to pay such commission to the Indian Agents in Indian Rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents commission covers a part of the price against the offer. Foreign firms quoting directly should also furnish a copy of agency agreement.</p> <p>The amount of agency commission agreed between the foreign principal and the Indian agent is specifically disclosed and the agency commission is paid in Indian Rupees only in compliance with the provisions of the FEMA.</p> <p>However the amount of Agency commission payable should not exceed 5% of FOB value or what is specified in the agency agreement, whichever is lower.</p> <p>A copy of the related purchase order involving Indian agent of foreign manufacturer /principal should be sent to Enforcement Directorate</p> <p>If an indigenous/foreign manufacturer does not quote directly, the authorized</p>

	<p>agents/distributors quoting on their behalf should submit tender specific authorization and confirmation from the manufacturer that as a matter of their corporate policy they do not quoted directly (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints). In case a manufacturer happens to quote directly elsewhere it will be treated as furnishing false information and shall be liable for action as per the provisions of Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity</p> <p>Relevant provisions of Office Memorandum No. F-23(1)-E-II(A/89) Dt. 31/01/1989 of Department of Expenditure, Ministry of Finance, Govt. of India are also to be complied with.</p>
22	<p>COLLABARATION & LICENSE AGGREMENTS:</p> <p>COLLABARATION AGGREMENTS: In case of collaboration agreements 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 and 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 the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act.</p> <p>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.</p> <p>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.</p> <p>NOTE: In case of procurement of commercially off the shelf available products, general authorization/dealership/distributorship certificate shall be considered in place of tender specific authorization.</p> <p>LICENSE AGREEMENT: In case of 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 for the equipment being offered, the License agreement should be valid on the date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract.</p> <p>The bidder and licensor having IPR for the equipment being offered should confirm to ensure supply of spares and consumables and service support for smooth running of the equipment during its lifetime.</p>

	<p>The agreements evincing license agreement of bidder and licensor must be a document registered in India under the provision of 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.</p>
<p>23</p>	<p>AUTHORIZED AGENTS OF INDIGENOUS SERVICE PROVIDER</p> <p>The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc. The consideration of tenders from authorized agents of Indian service provider will be governed by the following guidelines:</p> <p>a) The Purchaser would see whether the Agent has furnished the following documents:</p> <p>i) A tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization.</p> <p>ii) An undertaking from both the manufacturer and the tendering firm as specified below:</p> <p>Manufacturer</p> <p>i. that, as a matter of its corporate policy, it does not directly quote/ market their products directly to any organization in India (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), and if, subsequently, at any stage, it is found that it has quoted directly to any organization(except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), it shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.</p> <p>ii. That it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.</p> <p>iii. That, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.</p> <p>iv. The authorized agent's price will not exceed that which the manufacturer would have quoted.</p> <p>v. Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.</p> <p>Authorized agents</p> <p>i. that he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and</p> <p>ii. that he will be responsible for providing the required after sale service</p> <p>For the offers from authorized agents, care must be taken particularly with regard to:</p> <p>i. Whether the authorization is tender specific bearing tender no. and date, pre-dated (from the tender opening) and is properly signed.</p> <p>ii. Whether the authorization is valid on the date of tender opening and its validity corresponds to the delivery period stipulated in the Tender Enquiry.</p> <p>iii. Whether the agent has the authority to enter into agreements and to sign</p>

	<p>contracts for supply of goods on behalf of the manufacturer</p> <p>iv. Whether the business entity of the Indian Agent is in existence form 3 years on the date of tender opening, irrespective of date of appointment as Agent.</p> <p>v. Whether the agent has submitted a bid on behalf of another manufacturer in the same tender for the same item/ product</p> <p>vi. Whether the agent has participated in the same tender along with its manufacturer.</p> <p>In case where the manufacturing firm happens to have been banned/suspended, the offer of the authorized agent shall not be considered. One manufacturing firm can only authorize only one agent.</p>				
24	DEEMED EXPORT (If applicable): If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from Government. SECL's responsibility shall only be limited to the issuance, of required certificate. The offer shall be unconditional and phrases like "subject to availability of deemed exports benefits" etc. shall not be accepted.				
25	SUBMISSION OF CERTIFICATES ETC.: The self-attested copies of documents like valid DGMS/NSIC Registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. shall be attested by the Notary Public and duly stamped.				
26	CERTIFICATE OF LOCAL CONTENT (As per eligibility criteria /TPS): 'Local Supplier' means a supplier or service provider as defined under Clause 19.C above. The Local Supplier (class –I/class –II) shall have to submit a self-certified/certified by the auditor (as applicable) regarding the quantum (percentage) of the local content and the details of the locations at which the local value addition is made as per Annexure-I of NIT.				
27	SUBMISSION OF BANK GUARANTEE: i) The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour of "South Eastern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System" (SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway either to the SBI, SME Branch, Bilaspur (IFSC – SBIN0004177) or to the ICICI Bank, Vyapar Vihar, Bilaspur (IFSC- ICIC0000282) as the case may be. The details of Beneficiary, i.e. South Eastern Coalfields Limited for issue of BG under SFMS platform are furnished below: a) State Bank of India as advising Bank of SECL:				
	1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited
			ii	Area	SECL HQ, Bilaspur
			iii	Name of Bank	State Bank of India
			iv	Bank Account No.	30285470636
			v	Department	Material Management
	2	Beneficiary Bank, Branch and Address	i	Name of Bank	State Bank of India
			ii	Bank Branch Name	SME SBI Branch, Bilaspur
			iii	Branch Code	4177
			iv	Beneficiary Bank Branch IFSC	SBIN0004177

		v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilaspur – 495001, CG
b) ICICI Bank as advising Bank of SECL:				
1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited
		ii	Area	SECL HQ, Bilaspur
		iii	Name of Bank	ICICI Bank
		iv	Bank Account No.	028205003346
		v	Department	Material Management
2	Beneficiary Bank, Branch and Address	i	Name of Bank	ICICI Bank
		ii	Bank Branch Name	Vyapar Vihar, Bilaspur
		iii	Branch Code	0282
		iv	Beneficiary Bank Branch IFSC	ICIC0000282
		v	Beneficiary Bank Address	Surya Chambers, Plot No- A/09 Vyapar Vihar, Bilaspur – 495001, CG
<p>NOTE: Vendors are requested to specifically advise BG issuing bank that in case they opt for ICICI Bank as beneficiary bank, they have to mention the code 'SECL14265' in field No. 7037 of IFN760COV/IFN767COV so that the advised BGs could be sent to the email id tagged with the account.</p> <p>The Original Bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/Speed Post.</p> <p>The Bank Guarantee issued by a scheduled Bank shall be operative at its branch situated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank Guarantee shall be operative at any of its Kolkata Branch.</p>				
28	<p>BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY' SUPPLIERS: The bidders as well as the manufacturer (if bidder is not the manufacturer) would give a declaration in COMMERCIAL PARAMETER SHEET (CPS) that they have not been banned or de-listed or Debarred or 'Put on Holiday' by any government or quasi-government or PSU's. If a bidder and/or manufacturer has been banned or de-listed or Debarred or 'Put on Holiday' by any government or quasi-government or PSU's., this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given/uploaded, the bid will be rejected as non-responsive.</p> <p>In case where the manufacturing firm happens to have been banned/suspended, the offer of the authorized agent shall not be considered.</p> <p>SUBMISSION OF PENALTIES DUE: In addition to above, certificate as per declaration in COMMERCIAL PARAMETER SHEET (CPS) should be submitted to the effect that the bidder has settled all claims pending against them/served the debarring period on account of being defaulter L1 bidder for the tendered items.</p> <p>Further if at a later stage it is found that the above provided information is false/ misleading/ incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of NIT/CIL Purchase Manual may be taken against them.</p>			

	NOTE: The debarment done by DoE/MOC shall also be applicable in CIL and its subsidiaries.
29	UNDERTAKING BY BIDDERS: 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.
30	SUB-CONTRACT: 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. Sub-Contract will not be allowed in part or in whole under any circumstances.
31	RIGHT OF ACCEPTANCE OF BIDS: The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. SECL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever. 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.
32	TERMINATION OF CONTRACT FOR CONVENIENCE: After placement of contract, there may be some unforeseen situation compelling the purchaser to cancel the contract. a) 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. b) The Goods that are complete and ready for shipment within thirty (30) days of receipt of termination notice by the supplier, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: i) To have any portion completed and delivered at the Contract terms and prices; and/or ii) 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.
33	TRANSPORTATION OF GOODS: If case of placement of order, the bidder/ supplier should transport/deliver the contracted material /supplies through registered common carriers only as per the provisions of the Carriage by Road Act-2007and its amendment if any by the Govt. (Detail is in GCC) .
34	RIGHT TO INFORMATION ACT: Any document/information submitted by the bidder

	can be made public at appropriate stage, as per Right to information Act. 2005.
35	GENERAL CONDITIONS OF CONTRACT/SPECIAL CONDITIONS OF CONTRACT: Unless otherwise specified in the NIT, the Purchase order/Contract, if placed, shall be subject to the General Conditions of Contract (GCC) given with NIT as ANNEXURE - E. In case there is a conflict between the provision in the GCC and SCC, the provisions contained in the SCC shall prevail.
36	JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Bilaspur Court (Chhattisgarh State, INDIA).
37	ARBITRATION CLAUSE: (Applicable for Public Sector Enterprises /Govt. Deptts only): "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".
38	TAX DEDUCTED AT SOURCE: TDS towards installation, commissioning, maintenance, and other services, if applicable, shall be deducted from the vendor's bills.
39	SHORT / EXCESS SUPPLY: SHORT SUPPLY: If the supply falls short of quantity ordered by 5% or less and if the consignee considers that the balance supply may be waived off, he may at his own discretion waive it off and intimate the Accounts Department and order placing authority that the supply order may be treated as completed and authorize refund of security deposit, if any. In such cases, the imposition of any penalty clause for such short supply will not arise EXCESS SUPPLY: If desired by the supplier, as for example in case of supply of Cables, Beltings etc. in rational lengths, these may be accepted in excess of the ordered quantity upto a limit of 2% of the total value of the contract.
40	CIL PURCHASE MANUAL: The subject tender shall also be governed by the provisions of CIL Purchase Manual 2020 & its subsequent amendments, if any, which are also available at CIL website. Latest Govt. guidelines/Govt. Circulars/CVC circulars issued if any from time to time shall also be applicable to this tender.
41	ON-LINE CONFIRMATION OF BIDS WILL BE FINAL: Acceptance/confirmation of NIT terms in ON Line Bid, i.e. as confirmed in Technical cum Commercial Parameter Sheet, will only be treated as final. No other terms and conditions offered by the bidder in any other form will be considered.
42	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 and subsequent amendments. 1. OM no. 6/18/2019-PPD dt. 23-07-2020 amending Rule 144 of GFR, 2017 2. F.No.6/18/2019-PPD, Order (Public Procurement no. 1) dt. 23-07-2020 3. F.No.6/18/2019-PPD, Order (Public Procurement no. 2) dt. 23-07-2020 4. F.No.6/18/2019-PPD, Order (Public Procurement no. 3) dt. 24-07-2020 5. No.F.7/10/2021-PPD(1), Order (Public Procurement no. 4) dt. 23-02-2023 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. Any bidder (including an Indian Bidder) having Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India shall also require to be registered with the same competent authority. iii. "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.

- iv.** "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- v.** "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets which enables the acquirer of such technology to perform activities using the transferred technology independently.
- vi.** "Specified Transfer of Technology" means a transfer of technology in the sectors and/or technologies, specified in paragraph 15 occurring on or after 23/07/20
- vii.** 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

	<p>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.</p> <p>viii. 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.</p> <p>ix. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p>x. If the bidder was validly registered at the time of acceptance/placement of order registration shall not be relevant consideration during contract execution.</p> <p>Referring to the Office Memorandum referred above, the Local Suppliers should submit the certificate as declaration in COMMERCIAL PARAMETER SHEET (CPS).</p> <p>However, if any Local Supplier falls in the category of bidders as indicated in the Definitions clauses at Clause no: 6,7,8,9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) Dt. 23/07/20 and subsequent amendments should submit the certificate as per declare in COMMERCIAL PARAMETER SHEET (CPS).</p> <p>In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above mentioned certificates.</p> <p>NOTE: 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.</p> <p>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</p>
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NOTE: Clauses /Paragraphs which are struck off are not applicable for current Tender.

SECTION IV**SPECIAL TERMS AND CONDITIONS:**

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

(Bidders should read carefully before submitting the online tenders)

A) DELIVERY SCHEDULE:

Supply should be completed within 03 (Three) months for indigenous items and 06 (six) months for Imported items from the date of issue of supply order.

Safe arrival of materials up to destination shall be the responsibility of the supplier.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period from purchaser (SECL) shall be liable for non-acceptance at the stores. However early delivery is preferred.

B) PAYING AUTHORITY: General Manager (Fin), South Eastern Coalfields Ltd, Hqrs, Bilaspur

C) SUBMISSION OF BILLS/DOCUMENTS:**i) 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.

ii) 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 (I EC) 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

D) IMPORTANT NOTE:

i) Non-conformities between the figures and words of the Quoted Prices

Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of while preparing the comparative statement in the following manner:

- a) If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- d) Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Purchaser's observation, the tender is liable to be rejected.

E) STATUTORY VARIATION: In case of any statutory change in the GST/ IGST within the delivery period mentioned hereunder, the same shall be made applicable to this order against documentary proof. Any increase in IGST beyond the delivery period specified hereunder shall not be admissible. However, benefits of any reduction in IGST should be passed on to SECL in all cases.

F) GUARANTEE/WARRANTY : The supplier shall Gurantee for the satisfactory performance of the complete items for a period of 12 (Twelve) months from the date of Fitment or 18 (Eighteen) months from the date of receipt & acceptance of the material at consignee end, whichever is earlier.

G) FITMENT GUARANTEE: The supplier shall provide fitment guarantee certificate along with each supply to the effect that the offered items shall fit and function in the equipment on which they are intended to be used without any modification or alternation. Bidder shall also to upload the Fitment Guarantee Certificate along with their on line bid.

H) AFTER SALES SERVICES : The supplier render the after sales service whenever required against any complaint from the user end within the warranty period.

I) CONSIGNEE: GM, SECL, Central Stores, Korba, Distt. - Korba (Chhattishgarh).

SECTION - V
SCHEDULE OF REQUIREMENTS

BRIEF DESCRIPTION OF GOODS:

SI No.	Description of item	OEM Part No.	Qty	UOM
1	PUMP Suitable for Komatsu make 460 HP Wheel Dozer, Model: WD600-3	7051138040	3	NOS
2	PUMP ASSEMBLY Suitable for Komatsu make 460 HP Wheel Dozer Model: WD600-3	7055331020	3	NOS
3	PUMP ASSY Suitable for Komatsu make 460 HP Wheel Dozer Model: WD600-3	7055342000	1	NOS
4	CYLINDER ASSEMBLY LIFT Suitable for Komatsu make 460 HP Wheel Dozer Model: WD600-3	707010F640	1	NOS
5	CYLINDER ASSEMBLY (TILT) Suitable for Komatsu make 460 HP Wheel Dozer Model: WD600-3	7070108310	3	NOS
6	CYLINDER ASSEMBLY (STEERING) Suitable for Komatsu make 460 HP Wheel Dozer, Model: WD600-3	707010E630	2	NOS

NOTE: For details of eligibility Criteria, Technical Specification & other technical terms & conditions please refer TECHNICAL PARAMETER SHEET (TPS) along with Technical Literature uploaded with the tender documents of the tender and upload TPS duly filled up in e-tender portal <http://coalindiatenders.nic.in>

SECTION –VI

ELIGIBILITY CRITERIA

Eligibility criteria:

"OEM/OES of the 460 HP Wheel Dozer model WD600-3 for which the tendered item(s) is (are) applicable OR OPM of tendered item(s) are eligible to quote in the tender".

The definition of OEM, OES, OPM are as mentioned below:

OEM: Means Original Equipment Manufacturer.

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

OES: Means authorized supplier of Original Equipment Manufacturer. Only those firms who have the current authorization and / or technical collaboration of OEM for supply of their equipment and providing technical services would be treated as OES.

The OEM/OES participating in Open/Limited tenders for procurement of spare parts for their equipment shall be exempted from Proveness criteria.

OPM – Means Original Parts Manufacturer falling under the following categories:

1. The original manufacturers of assemblies, sub-assemblies, or components of the original equipment.
2. The original manufacturers of spares parts/ items of assemblies, sub-assemblies or components of the original equipment.

The status of a manufacturer as OPM will be determined on fulfilling any one of the following criteria:

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 proven-ness 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 / Govt. departments/Private organizations 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 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.

In case the performance of two consecutive supplies made by the OPM in a subsidiary company is not found satisfactory, its name will be deleted from the list and the said OPM after issue of a notice will not be considered for further issuance of enquiry.

If the OEM/OPM does not supply directly to CIL as a matter of its corporate policy, it may nominate distributor/ dealer/ agent for a particular Subsidiary company and on such tender specific authorization, procurement may be made from such authorized distributor/ dealer/ agent.

NOTE: Further, in accordance with Director Technical (Oprn), SECL letter no. – SECL/BSP/DTO/22/2022/996 dated 30.08.2022,

1. In case the OEM/OES/OPM of HEMM do not supply directly to SECL due to its policy and divert the tender to its authorized dealer/ agent, the authorization letter issued should mandatorily contains the following in addition to the existing proforma: -
 - i. Modified part No., if any, against the tendered items. In case there is no modification in part no., the same should be certified against the NIT.
 - ii. A certificate, certifying the nature of tendered items as Indigenous/ Imported.
 - iii. Undertaking of responsibility towards the reasonableness of price quoted by its authorized dealer.

If case Manufacturer / Bidder claims proven-ness of the offered product on the basis of past supply made in other subsidiary companies of CIL or other PSUs / Govt. departments/Private organizations and quoted under the category of OPM in respect to above mentioned criteria at point 1(a),1(b) and 1(c) under OPM Category and not in a position to submit satisfactory performance certificates from the end users, then bidder shall 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/claims(s) lodged by the purchaser, in any, have been attended to and no complaints/claims(s) are pending.”

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

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

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

NOTE: For details of eligibility Criteria, Technical Specification & other technical terms & conditions please refer TECHNICAL PARAMETER SHEET (TPS) along with Technical Literature uploaded with the tender documents of the tender and upload TPS duly filled up in e-tender portal <http://coalindiatenders.nic.in>

SECTION –VII: SAMPLE FORMS

- Annexure – A: Proforma for Equipment and Quality Control. (If applicable)
~~Annexure – B: Pre-Contract Integrity Pact.~~
Annexure – C: Format of Bank Guarantee for Security Deposit / Performance BG
~~Annexure – D: Pre-dispatch Inspection (If applicable).~~
Annexure – E: General Conditions of Contract (As per Manual)
Annexure – F: Requirement for Vendors
Annexure – G: Format for Letter of Bid
Annexure – H: Format for authorization for DSC Holder (if Applicable)
Annexure – I: Certificate of Local content
Annexure – J: Format for declaration of registration of Udyog Aadhar Memorandum (UAM) on Central Public Procurement Portal (CPPP)
Annexure – K: Format for Authorization To Be Submitted By The Indian Agents Of Indigenous Manufacturers
Annexure – L: Format for Authorization To Be Submitted By The Indian Agents Of Foreign Manufacturers
Annexure – M: Undertaking To Be Submitted By the Indian Agents of Indigenous Manufacturers / Foreign Manufacturers
Annexure – N: Format for Self-certification of Performance
Annexure – O: ~~Price Variation/Exchange Rate variation formula~~
Annexure – P: Sample Format for submitting price break up along with financial bid.

NOTE: Clauses / Paragraphs which are struck off are not applicable for current Tender.

ANNEXURE A

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Start ups/MSE firms who claim the relaxation of the prior turnover and prior experience criteria, as per clause no: 19B of the NIT)

Reference : CIL/Subsidiary Co._____ 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. Capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
9. Details of arrangements for quality control products such as laboratories etc.
10. (a) Details of technical supervisory staff in-charge of production and quality control.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed
 - (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

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

ANNEXURE – B**PRE-CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ~~day of bid submission~~, between, on one hand, South Eastern Coalfields Limited, (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(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

- ~~1-~~ The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - ~~a-~~ No Employee of the Principal, personally or through family members, will in connection with the tender for or the execution of 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 Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of 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 with other bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- ~~e. 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) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian Agents of Foreign supplier shall be as per the provisions at **Annexure 1** of this document.~~
- ~~e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.~~
- ~~f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.~~
- ~~2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~

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

~~If the Bidder, before contract award, has committed a transgression through 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 to maximum of 3 years.~~
- ~~2. A transgression is considered to have occurred if the Principal, after due consideration of available fact and evidences within his / her knowledge concludes that there is 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 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 contract liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.~~

Section 5—Previous Transgression

- ~~1. The bidder declares that no previous transgression 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 Sub-Contractor 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 Monitors~~

- ~~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 / 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 Ltd / CMD Subsidiary Companies and recuse himself/ herself from that case.~~
- ~~5. The Principal will provide the Monitor sufficient information above all meeting among parties related to the Project provided such meeting 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 actions. 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 a 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 completion of the 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 is discharged / determined by Chairman Coal India Limited / CMD, South Eastern Coalfields Limited~~

~~Section 10—Other Provisions~~

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

Section 11 — Facilitation of Investigation

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

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 actions that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.~~

For & on behalf of the Bidder / Contractor
(This document is digitally signed)

**ANNEXURE – B-1 (PART OF INTEGRITY PACT)
GUIDELINES FOR INDIAN AGENTS FOR FOREIGN SUPPLIER**

1. Authorized India Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints). In case a manufacturer happens to quote directly elsewhere it will be treated as furnishing false information and shall be liable for action as per the provisions of Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific manufacturer's authorization – signed and stamped by the manufacturer to quote against the SECL Tender, indicating the Tender Reference No. And date alongwith the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization alongwith the copies of document like certificate of incorporation / registration et alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate / quote in the same tender. Also one manufacturer can authorize only one agent in the same tender. All the bids, not quoted as per the above guidelines will be rejected.
2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB Prices of goods and it should be quoted as a percentage of the FOB Price. In case the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.
The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.
3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the Contract to Indian Agent. This certificate forms a part of letter of credit.
4. The payment of Indian Agency Commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time . The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

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

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

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

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

ANNEXURE – C

SECURITY DEPOSIT BANK GUARANTEE FORMAT

SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no.dated.....between..... (Name of Purchaser Company) 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..... (Name of the Purchaser Company) (hereinafter called 'the Company') to supply..... stores/materials amounting to Rs..... on the terms and conditions contained in the said 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 condition 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 may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... 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 as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till theday of20....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.

The Guarantee is operative at our ____(Name & Address of branch situated at Bilaspur CG)____

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

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

NOTE: The Bank Guarantee issued by a scheduled Bank shall be operative at its branch situated at **Bilaspur** (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank Guarantee shall be operative at any of its **Kolkata Branch**.

~~PERFORMANCE BANK GUARANTEE FORMAT~~

SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

~~Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no.dated..... between..... (Name of Purchaser Company) and..... (Name of Supplier Company){applicable for subsidiary contracts/Purchase Orders}~~

Messers..... 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 Coal India Limited, Kolkata on behalf of...../ Purchaser Company (Name of the concerned subsidiary Company) (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 condition 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 may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... 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 as the Company may require.~~

~~Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till theday of20...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.~~

~~The Guarantee is operative at our ___(Name & Address of branch situated at Bilaspur CG)___~~

~~Dated this.....Day of.....20.....
Place.....~~

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

NOTE: ~~The Bank Guarantee issued by a scheduled Bank shall be operative at its branch situated at **Bilaspur** (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank Guarantee shall be operative at any of its **Kolkata Branch.**~~

ANNEXURE "D"**THIRD PARTY PRE DESPATCH STAGE INSPECTION**

Pre-dispatch stage inspection of each consignment shall be carried out by Third party, to be nominated by SECL, as per the terms and conditions indicated hereunder:

~~In case of placement of order, the pre-dispatch inspection will be carried out by M/s. CMPDIL, at the works of the manufacturer before dispatch of the items. Inspection fee shall be 1% (one percent) + 18 % IGST/SGST/CGST on inspection fee of total consignment billing. The inspection charges to M/s. CMPDIL are to be paid by the supplier initially, which will be reimbursed by SECL against documents along with consignment bill. The payment of will be reimbursed by SECL against documents along with consignment bill. The payment of inspection fee is to be made online through State Bank Collect and a hyperlink has already been created on CMPDI website i.e. www.cmpdi.co.in for payment of the same. E-money receipt generated on-line by State Bank of India Collect to be treated as the official money receipt issued by them to the respective suppliers, which is to submitted by the supplier along with their bill/invoice for reimbursement. Final inspection will be carried out by the consignee representative at destination.~~

~~Stage Pre-dispatch inspection shall be carried out by Third party, to be nominated by SECL as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by Third party will be as follows:~~

- ~~1. Checking and approval of test procedures/quality assurance plans.~~
- ~~2. Verification of records and documents of your works.~~
- ~~3. Verification of documents and test certificate of bought out items and cross checks.~~
- ~~4. You shall provide facilities for carrying out all necessary tests as required in the specification at your works, else these will be carried out at an independent test house at your cost.~~
- ~~5. Final testing and checking of materials as per specifications.~~
- ~~6. Third party will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.~~
- ~~7. Inspection fee to be communicated along with the purchase order is to be paid to third party, inspecting agency along with inspection call letter payable by DD which will be reimbursed subsequently by SECL together with consignment billing.~~
- ~~8. In the event of rejection/non-redness of material during the first visit, the manufacturer/supplier shall pay to CMPDIL all charges including actual travel and hotel expenses along with inspection fee for second inspection visit.~~
- ~~9. Minimum 7 calendar days notice shall be given by the manufacturer to third party, inspecting agency for arranging inspection within valid delivery period as per contract.~~
- ~~10. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by third party, inspecting agency. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.~~
- ~~11. The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by SECL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by third party, inspecting agency.~~
- ~~12. Final inspection shall be arranged by the consignee after receipt of the material at our destination.~~

ANNEXURE "E"**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 the purchaser for guidance of the Inspector;
 - v) Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi) Proprietary make denoting the product of an individual manufacturer;
 - vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

5. Patent Rights

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

6. Security Deposit

- 6.1. The successful tenderers will have to submit Security Deposit for the 3% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- 6.3. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 3% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- 6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts 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.
- 6.7. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 03% 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 total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 7.2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 7.3. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 7.4. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.
- 7.5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).
- 7.7. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.
- 7.8. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.
- 7.9. 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 and in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. The amount shall be refunded to the supplier upon acceptance of PBG submitted by them.
- 7.10. The PBG will be submitted through Structured Financial Management System (SFMS).

8. Inspections and Tests

- 8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the 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/FREE DELIVERY AT SITE 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 FREE DELIVERY AT SITE Basis, the supplier shall deliver the goods at the FREE DELIVERY AT SITE 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 FREE DELIVERY AT SITE 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 Chapter-22.

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

20. Liquidated Damages

- 20.1. In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:
 - (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price 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 FREE DELIVERY AT SITE 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 judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

21.2. Code of Integrity for Public Procurement(CIIP):

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:

- (a) "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;
- (b) "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;
- (c) "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;
- (d) "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;
- (e) "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
- (f) "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

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.

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.

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.

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.

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.

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.

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

such losses, claims, damages, costs or expenses.

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

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

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

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

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated22.05.2018."

29. Progress Reports

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

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

30. Provisions of CIL's Purchase Manual

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

31. Applicable Law

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

32. Jurisdiction of Courts

32.1. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tender or supply order has been issued.

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

33. Notices

33.1. Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing 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: (as per contract)

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.

ANNEXURE –F

REQUIREMENTS FOR VENDORS

P.C. connected with internet.

Registration with Service provider portal <http://coalindiatenders.nic.in>

The vendor should possess a Class II Digital Signature certificate (Mandatory).

(Bids will not be recorded without Digital Signature Certificate.)

In case of any clarification please contact M/s.NIC. at following contact Numbers , before the schedule time for submission of the bid.

Sri Vivek Tiwary, Phone No. : 08103814398

Sri Rajesh Sahu, Phone No.: 08103702333

NIC Toll Free Telephone Number : 1800-233-7312

Help desk No.s at SECL ,Bilaspur – PBX NO. 07752 – 246376 to 88 Ext 5028

(Rajesh Sahu - 08234999688 Vivek Tiwari: 08103814398)

Registration / Enrollment of Bidder on e- procurement above Portal only.

In order to submit the bid, the bidders have to get themselves registered online on the e- procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) of Govt. Of India and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

For registration, Submission procedure and method of correspondence etc Please visit our website: <http://coalindiatenders.nic.in> and click on the link Vendor Help.

To obtain the Class II digital signature certificate or further details please visit our website: <http://coalindiatenders.nic.in> or <http://nicca.nic.in>. You may also Contact following persons:

Sri Vivek Tiwary, Phone No: 08103814398

Sri Rajesh Sahu, Phone No: 08103702333

Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website <http://coalindiatenders.nic.in>. The bidders have to Log on to official website of <http://coalindiatenders.nic.in> web site and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

ANNEXURE-G

FORMAT OF LETTER OF BID

LETTER HEAD OF BIDDER

To,
South Eastern Coalfields Ltd.,
Seepat Road, Dist. Bilaspur, Chattisgarh- 495006(INDIA).

Sub: Tender No. & Date:

Tender ID:

Offer no.& Date:

Dear Sirs,

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

Yours faithfully,
(Signature of the Bidder)

Name:

Designation:

Date:

Duly Authorized to sign bid for and on behalf of _____

Note:

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

ANNEXURE- H

FORMAT FOR AUTHORIZATION FOR DSC HOLDER (If applicable)

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

NON JUDICIAL STAMP PAPER OF Rs 10/-

I/We do hereby authorize M/s/Mr/..... Address for online bidding on behalf of me/us for the e-tender no. SECL/BSP/ MMW/ ----- dated ----- , invited by South Eastern Coalfields Limited, Bilaspur on www.coalindiatenders.gov.in.

Signature/Seal of the DSC Holder Authorized for online bidding on behalf of the bidder.		Signature & Seal of the bidder Authorizing the DSC Holder for online bidding.
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Signature & Seal of the NOTARY

ANNEXURE-I

CERTIFICATE TOWARDS LOCAL CONTENT

Tender reference:

We do hereby certify that the item/s offered against the tender are manufactured at our factory situated at & that the items offered have a local content of% of the total value as prescribed by the competent Ministries/Departments in pursuance to the Public Procurement (Preference to Make in India) Order.

The items offered meets minimum local content criteria for Class- Local Supplier in pursuance to the Public Procurement (Preference to Make in India) Order.

Address of Location/Factory where local value is added

Authorized Signatory of OEM/OPM

Date:

Seal of the firm

I/We _____ (Name of the auditor) _____ are statutory/cost auditor of _____(Name of the OEM/OPM)_____ and are authorized to submit the above certification as per MII Policy.

Signature & Stamp of statutory auditor or cost auditor of the firm

UDIN No._____

NOTE:

If the tender value is Rs. 10.00 Crores and above the above certificate needs to be issued through statutory auditor or cost auditor, if the OEM is a company OR from a practicing Cost Accountant or practicing Chartered Accountant for OEMs other than companies as per NIT.

ANNEXURE "J"

**FORMAT FOR DECLARATION OF REGISTRATION OF UDHYOG
AADHAR MEMORANDUM (UAM) ON CENTRAL PUBLIC
PROCUREMENT PORTAL (CPPP)**

DECLARATION CERTIFICATE

Tender Reference No..... Dt. for conclusion of rate contract/placement of supply order for supply of

We hereby declare that our Udh yog Aadhar Memorandum has been registered on Central Public Procurement Portal (CPPP) vide No.

Date

Signature of Tenderer

Seal of the Firm

ANNEXURE-K

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

(to be typed on the Principals letter head and should be pre dated ,i.e. prior to tender opening date and properly signed)

To
General Manager (MM)
South Eastern Coalfields Ltd

Dear Sir.

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

We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly/ market our products to any organization. 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 provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.
2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.
3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
4. The price quoted by our authorized agent will not exceed the price which we would have quoted.
5. In the event of placement of order on our authorized dealer , the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.
6. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage ,it is found that false certificate is given ,we shall be liable for penal action.

Validity of Authorisation :-----

(Should be valid as on date of tender opening and its validity should corresponds to the delivery period stipulated in the tender enquiry)

Signature of Authorized signatory of Principal Manufacturer

Seal of the firm

Name:

Date

Designation

e-mail-id

ANNEXURE – L

**FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE
INDIAN AGENTS OF FOREIGN MANUFACTURERS:**

(to be typed on the Principals letter head and should be pre dated i.e. prior to
tender opening date and properly signed)

To
General Manager (MM)
South Eastern Coalfields Ltd

Dear Sir.

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

We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly/ market our products to any organization in India. 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 provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.
2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.
3. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.

Signature of Authorized signatory of Principal

Date:

Seal of the firm

ANNEXURE – M

**UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF
INDIGENOUS MANUFACTURERS / FOREIGN MANUFACTURERS:**

(to be typed on the Indian agent's letter head)

To
General Manager (MM)
South Eastern Coalfields Ltd

Dear Sir.

Against the Tender no: _____, we have quoted as the authorized dealer / Indian Agent of M/s. _____ who is the manufacturer of the offered products. We confirm that we will be responsible for all the contractual obligations including the quality aspects, replacement of parts / items , warranty / guarantee obligations and also provide the after sales and services.

We have submitted the following documents.

1. Tender specific authorization from the Principal including the specific confirmations as required as per the terms of the NIT.
2. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items.
3. The self attested copy of the documents to prove that our business entity is existence for 3years on the date of tender opening.

Signature of Authorized Dealer / Indian Agent

Date:

Seal of the firm

ANNEXURE – N

FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE

Tender ref No:.....

We certify that the items covered in the purchase order(s) / Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for period of not less than twelve (12) months and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claim(s) are pending:

SI No	Item Description	Purchase Order/Rate Contract No	Purchase Order/Rate Contract Date (DD/MM/YYYY)	Date of Supply (DD/MM/YYYY)

Name & Signature of Bidder

Designation

Date:

Seal of the firm