

# **Central Coalfields Limited**

**(A Miniratna Company)**

**(A subsidiary of Coal India Limited)**

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21  
**(Tender ID: 2020\_CCL\_189676\_1)**

Tender Sl. No.: 039 Dt.10.12.2020

**Global e-Tender cum e-Reverse Auction  
(Single Stage Two Envelope (Bid) System)**

**Tender Document**

**For**

**Procurement of Engine, Transmission & Torque-  
Convertor for Komatsu 60T Dumper Model HD465-7E0**



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**INDEX**

- 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 (including Letter of Bid)

<b>Annexure No.</b>	<b>Description</b>
I	Letter of Bid (LOB)
II	Format for Authorisation to DSC holder Bidding Online
III	Manufacturer's Authorisation Form
IV	Self-Declaration by the Bidder
V	Self-Certificate for Provenness
VI	Lowest Price Certificate & Price Fall Certificate
VII	Quality Certificate
VIII	Fitment Certificate
IX	No Deviation Certificate
X	<del>Proforma for Equipment and Quality Control</del>
XI	Declaration Regarding Non-Banning/De-listing
XII	<del>Technical Support &amp; Services Certificate</del>
XIII	HSN (Harmonized System Nomenclature) Code of product
XIV	Security Deposit Bank Guarantee Format
XV	Performance Bank Guarantee Format
XVI	Pre-Contract Integrity Pact
XVII	Provisions of Public Procurement (Preference to Make in India) Order, 2017-Revision
XVIII	Verification of Local Content against Public Procurement (Preference to Make in India) Order, 2017 - Revision
XIX	Self-Certificate (in case bidder is a Start-up Entity)
XX	Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017
XXI	Certificate regarding Procurement from a Bidder of a country which shares a land border with India
XXII	GST Details & details of quoted items
<del>XXIII</del>	Deleted
XXIV	Mandate Form for e-Payment
XXV	Bid Security Declaration

**Note: Clauses/Paragraphs which are struck-off are not applicable for current Tender**

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

**INVITATION FOR BIDS (IFB)**

1. Tenders are invited through on-line bidding process on the website <https://coalindiatenders.nic.in> from the eligible bidders. For bidding online, the bidders must possess Class-II or Class-III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The tender document is also available on website <https://eprocure.gov.in> and CCL website [www.centralcoalfields.in](http://www.centralcoalfields.in) for download by the prospective bidders free of cost. There will be no sale/distribution of Hard Copy of the Tender Document.
2. Brief details of the Tender are as under:

Sl. No.	Item Description	Qty.	Estimated Value of Tender (Rs.)	Earnest Money Deposit (Rs.)	Delivery Period	Integrity Pact
1	Procurement of Engine, Transmission & Torque-Convertor suitable for Komatsu 60T Dumper Model HD465-7E0	Different	9,00,08,384.63	Not Applicable (Please upload 'Bid Security Declaration' as per Annexure-XXV)	180 Days (Refer Section-V, SOR)	Applicable

3. All bids are to be submitted online on e-Procurement Portal of Coal India Limited website <https://coalindiatenders.nic.in>. No offline bids will be accepted. 'Earnest Money Deposit' is to be submitted online through payment gateway provided at NIC Portal during online submission of bid.
4. Before starting the bidding process, bidders are advised to carefully read 'Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal' i.e. <https://coalindiatenders.nic.in> available under the link 'Help for Bidders' and any other guidelines available at bidding portal <https://coalindiatenders.nic.in>.
5. **Time Schedule of Tender:**

Sl. No.	Particulars	Date	Time
a.	Tender Publishing Date	10.12.2020	18:00 Hr.
b.	Document Download Start Date	11.12.2020	10:00 Hr.
c.	Seek Clarification Start Date	11.12.2020	10:00 Hr.
d.	Seek Clarification End Date	27.12.2020	11:00 Hr.
e.	Bid Submission Start Date	11.12.2020	10:00 Hr.
f.	Bid Submission Closing Date	11.01.2021	11:00 Hr.
g.	Bid Opening Date (Cover-I)	12.01.2021	11:00 Hr.
h.	Due date and time of Opening of Cover-II of the Tender and Start of Reverse Auction	Will be done at a later date which will be communicated to the Techno-Commercially acceptable bidders through CIL e-procurement portal only.	

6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
7. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time. **CCL HQ is working full day on all Saturdays except 2<sup>nd</sup> Saturday of every month, which is a holiday**
8. Reverse Auction platform shall be created by Tender Inviting Authority (TIA) within two hours of opening of Price Bid (Cover-II).
9. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
10. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website <https://coalindiatenders.nic.in> tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
11. The offers with any deviations to the NIT terms and conditions shall be liable for rejection.
12. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13. It may please be noted that e-tendering or e-procurement fall under the purview of the Information Technology Act, 2000 and Information Technology (Amendment) Act, 2008 and other relevant acts and subsequent amendments if any.
14. There will be no physical sale of the tender documents.

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

**SECTION – II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

## **INSTRUCTIONS TO BIDDERS (ITB)**

### **A. Introduction**

#### **1. Requirements for participation in e-tenders**

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

- a) PC with internet connectivity: It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-procurement website. Under no circumstances, CCL/CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement system or internet connectivity failures.
- b) Online Enrollment/Registration with CIL's e-procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC): The online enrollment/registration of the bidders on the portal is free of cost and one-time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped/ registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) The bidders who are eligible for purchase preference for being an MSE/Make in India bidder/Domestically Manufactured Electronic Products bidder/Ancillary or under any policy of Government of India specifically mentioned in the NIT should enroll their name in Coal India's e-Procurement Portal as "**Preferential Bidder**" before submitting their bid either by modifying their profile or while making "Online Bidder Enrolment". The necessary documents in support of the eligibility for purchase preference should also be uploaded against the specified tender to avail the benefits.
- d) Class-II or Class-III Digital Signature Certificate (DSC).

#### **2. Digital Signature Certificate (DSC)**

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced up to the chain of trust to the Root Certificate of CCA.

#### **3. Help for participating in e-tender**

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. In case of any difficulties in online submission of the bid please contact to M/s. NIC (Shri Pawan, Contact. No.7004122813 or NIC Tollfree No. 1800-233-7312), before the schedule time of the submission of bid. All queries will be answered in English/Hindi only.

#### **4. Communication**

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

#### **5. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and online submission of bid, and Central Coalfields Limited (CCL), hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. Eligibility of Bidders**

### **1. Qualification Criteria:**

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

### **2. Eligible Bidders:**

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

1. Class-I Local Supplier.
2. Authorized Agent of Class-I Local Supplier.
3. Class-II Local Supplier.
4. Authorized Agent of Class-II Local Supplier.
5. Non-Local Supplier.
6. Authorized Indian Agent of Non- Local Supplier.

**N.B.: 'Class-I' & 'Class-II' Local suppliers and Non-Local Suppliers as defined under "Public Procurement (Preference to Make in India) Order 2017-Revision, regarding", Dated 16.09.2020 issued by Public Procurement Section, Department for promotion of Industry and Internal Trade, Ministry of Commerce and Industry.**

#### **Note:**

1. Indigenous manufacturers/Indian manufacturers referred anywhere in NIT means 'Class-I or Class-II Local Supplier'.
2. Please refer Annexure-XVII attached with this NIT for details and required documents to be uploaded by bidder.

### **A. Manufacturers:**

#### **1. Indigenous (Local) Manufacturers:**

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

(b). While importing directly from foreign manufacturer, the policy of CIL is not to look for, encourage or engage agents. However, in case the foreign manufacturer, as a matter of its corporate policy, does not quote directly 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), it can authorize its Indian Agent to quote on its behalf. In such case, the foreign manufacturer shall have to submit above mentioned certificates in favour of its Indian

agent. If the manufacturer participates directly in any tender in India, then the procurement from the authorized agent shall not be allowed.

**Notes:** Indian office/Indian Subsidiary of a Foreign Manufacturer can issue a tender specific authorization in favour of an agent in India, provided the Indian office/Subsidiary itself is authorized by the Foreign Manufacturer to issue such authorizations on their behalf.

(c). One manufacturer can authorize only one agent. ~~However, in case of commercially off the shelf available products, general authorization/dealership /distributorship certificate may be considered in place of tender specific Authorization. In case of tender invited from system integrators or products/ solutions involving hardware, software and their integration solution of a number of manufacturers/ vendors, insistence on 'One manufacturer can authorize one agent' may be relaxed.~~

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

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

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

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

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

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

(e). Verification of Local Content (**If applicable**):

- i. The Class-I/Class-II Local Supplier at the time of bidding shall be required to provide self-certification that the item offered meets the minimum local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall give details of the location(s) at which the local value addition is made (Refer **Annexure–XVIII, Sample Forms**).
- ii. In case of procurement for a value in excess of Rs.10 crores, the Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content (Refer **Annexure–XVIII, Sample Forms**).
- iii. CIL/Subsidiary Companies may constitute committees with internal and external experts for independent verification of Self-certificates/auditor's/accountant's certificates on random basis and in the case of complaints.
- iv. False declarations will attract banning of business of the bidder or its successor(s) for a period of upto two years as per CIL Purchase Manual 2020, along with such other actions as may be permissible under the law.

## **2. Indian Agents:**

**The term 'Agent' broadly includes Distributor, Dealer, Channel Partner, etc.**

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

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

The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

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

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

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

### **3. Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/Indian Manufacturer:**

Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/Indian Manufacturer are also eligible to quote on behalf of the Manufacturer.

### **4. Indian Manufacturing entity of foreign manufacturer:**

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

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

~~5. In case of procurement of equipment, the bidder/manufacturer should have After Sales Service Support facilities in India like Depot/Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, trained technical manpower and training facilities for providing training to CIL's personnel, etc.~~

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

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

~~6. In case of equipment of foreign origin to be supplied by foreign manufacturer or Non Local Supplier, the imported content and domestic content (if any) should be quoted separately in foreign currency and Indian Rupee (INR) respectively. The payment of foreign currency portion would be made directly to the foreign manufacturer and INR portion, if any, to the Non Local Supplier.~~

In case there is involvement of an Indian Agent, the payment of the Indian Agency commission will be paid directly by CIL in equivalent INR limited to the percentage indicated in the Agency Agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower.

~~However, in case of procurement of goods upto a value of Rs. 50.00 Lakhs, insistence on quotation in foreign currency may be relaxed and accordingly the above provisions may suitably be modified.~~

7. In case of offer from foreign manufacturers involving Indian agents, such bidder shall submit the following pre-existing documents, at the time of tender opening:

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

8. The manufacturer/tenderer shall submit a certificate that "No agent/middleman/liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of CIL Purchase Manual 2020" (Refer **Annexure-III, Sample Forms**).

9. The amount of Agency Commission payable to the Indian Agent in Indian currency will be limited to the percentage indicated in the Agency agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, by following laid down procedures for such banning/suspension of business dealings.

10. OEM/OES should mention the names of Original Part Manufacturers (OPMs) of bought-out assemblies/sub-assemblies/components/parts fitted in the quoted model of equipment.

## **B. Collaboration and License Agreements:**

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

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

ii. **License Agreement:** In case Indigenous manufacturer, who has manufactured, supplied and serviced the same or similar equipment (to the equipment being offered), is participating under License agreement with the company having valid Intellectual Property Rights (IPR) for the equipment being

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020  
 offered, the License agreement should be valid on date of tender opening and should also remain at least up to supply and commissioning of the last equipment covered in the contract.

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

**C. Apart from the documents specified above, following are required for establishing Bidder's Eligibility:**

Sl. No.	Category of bidder	Upload digitally signed scanned copy of self-attested or notarized (as applicable) documents in support of Eligibility Criteria for the tendered item(s).
(a)	Indigenous Manufacturer	1. Any one of the following valid documents ( <b>attested by Public Notary</b> ): a) Factory license/Manufacturing license b) NSIC registration certificate. c) Startup: Statutory document issued by DPIIT recognizing the eligible entity as Startup d) SSI/DIC registration certificate e) ISO Certificate. f) BIS license/certificate g) DGMS approval h) Micro/Small Enterprises [MSE] Registration certificate issued by District Industries Centers <b>OR</b> Khadi and Village Industries Commission (KVIC) <b>OR</b> Khadi and Village Industries Board (KVIB) <b>OR</b> Coir Board <b>OR</b> National Small Industries Corporation (NSIC) <b>OR</b> Directorate of Handicrafts and Handloom <b>OR</b> any other body specified by Ministry of Micro, Small and Medium Enterprises <b>OR</b> Udyog Aadhar Memorandum (UAM) issued by Ministry of MSME <b>OR</b> Entrepreneurs Memorandum (EM-II) signed by DIC.
(b)	Indian Agent authorised by Indigenous (Local) Manufacturer	1. If an Indigenous manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorisation and confirmation as per <b>Manufacturer's Authorisation Form</b> as per <b>Annexure-III (Sample Forms)</b> , signed and stamped by the manufacturer to quote against the CCL tender, indicating the Tender Reference No. and date along with the offer ( <b>attested by Public Notary</b> ). 2. Undertaking by Indian Agent of Indigenous Manufacturer exactly as per <b>Annexure-IV (Sample Forms) and uploaded scanned &amp; notarised copies</b> of document(s) as per sub-clause A.2, clause 2 of Part-B under Section-II (ITB) of NIT. 3. Any one of the following valid documents of the Principal Manufacturer ( <b>attested by Public Notary</b> ): a) Factory license/Manufacturing license b) NSIC registration certificate. c) Startup: Statutory document issued by DPIIT recognizing the eligible entity as Startup d) SSI/DIC registration certificate e) ISO Certificate.

		<p>f) BIS license/certificate  g) DGMS approval  h) Micro/Small Enterprises [MSE] Registration certificate issued by District Industries Centers (DIC) <b>OR</b> Khadi and Village Industries Commission (KVIC) <b>OR</b> Khadi and Village Industries Board (KVIB) <b>OR</b> Coir Board <b>OR</b> National Small Industries Corporation (NSIC) <b>OR</b> Directorate of Handicrafts and Handloom <b>OR</b> any other body specified by Ministry of Micro, Small and Medium Enterprises <b>OR</b> Udyog Aadhar Memorandum (UAM) issued by Ministry of MSME <b>OR</b> Entrepreneurs Memorandum (EM-II) signed by DIC.</p>
(c)	Foreign Manufacturers	<p>Any one of the following <b>valid</b> documents (<b>attested by Public Notary</b>):</p> <p>a. Manufacturing license/certificate  b. ISO Certificate.  c. Any statutory document confirming the “Manufacturer” status of the Bidder</p>
(d)	Indian Agent authorized by Foreign Manufacturer	<p>1. If an Foreign Manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorisation and confirmation as per <b>Manufacturer’s Authorisation Form</b> as per <b>Annexure-III (Sample Forms)</b>, signed and stamped by the manufacturer to quote against the CCL tender, indicating the Tender Reference No. and date along with the offer (<b>attested by Public Notary</b>).</p> <p>2. Undertaking by Indian Agent of Foreign Manufacturer exactly as per <b>Annexure-IV (Sample Forms) and uploaded scanned &amp; notarised copies</b> of document(s) as per sub-clause A.2, clause 2 of Part-B under Section-II (ITB) of NIT.</p> <p>3. Any one of the following <b>valid</b> documents of the principal manufacturer (<b>attested by Public Notary</b>).</p> <p>a. Manufacturing license/certificate  b. ISO Certificate  c. Any statutory document confirming the “Manufacturer” status of the Bidder.</p> <p>4. Bidder shall submit the following pre-existing documents, at the time of tender opening:</p> <p>a. Self-certificate that – “<i>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</i>”;</p> <p>b. Foreign manufacturer’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent and the nature of after sales service to be rendered by the Indian Agent.</p> <p>c. Copy of the agency agreement with the foreign manufacturer stating the precise relationship between them and their mutual interest in the business.</p>

**NOTE:** The certificate in respect of NSIC Registration, SSI Registration, MSME, ISO, BIS License and DGMS approval, etc. **must be valid on the date of tender opening.**

**Bidders may also note that:**

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

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

**SELF-ATTESTED & NOTARIZED SCANNED COPY OF THE DOCUMENTS IN RESPECT OF ELIGIBILITY CRITERIA INCLUDING AUTHORISATION IF ANY, TO BE UPLOADED AS SINGLE .pdf FILE NAMED “ELIGIBILITY.pdf”, in COVER-I.**

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

**D. Restrictions on Public Procurement from certain countries:**

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

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

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

**2. Definitions:**

I. “Bidder” (including the term ‘tenderer’) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in the procurement process.

- II. “Bidder from a country which shares a land border with India” for the purpose of this Order means:
- Any entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose *beneficial owner* is situated in such a country; or

- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

III. The “Beneficial Owner” for the purpose of (II) above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) “Controlling ownership interest” means ownership of, or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

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

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

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

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020  
*this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”*

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

**Note:**

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

**E. Provenness Criteria:**

**The tenderer should be a proven source. The criteria for proven-ness will be as follows:**

Tenderers shall have to furnish relevant documentary proof as mentioned below as per their Eligibility status under which they fall:

- (i) **Original Equipment Manufacturer (OEM):** OEM shall have to furnish Self-Certificate of being manufacturer of the equipment & copy of firm order of the equipment in which the tendered item/s is/are fitted.
- (ii) **Authorised Agent/Dealer/Distributor of Original Equipment Manufacturer (OEM):** shall have to furnish valid tender specific authorization from OEM and documents as required against (i) i.e. OEM, to establish the bidder's principal as OEM.
- (iii) **Original Equipment Supplier (OES) having authorization/collaboration with OEM:** shall have to furnish valid authorization/collaboration with OEM for supply of their equipment and giving technical services and supply order copy placed by CIL/CIL Subsidiaries/PSUs/Government Department and Private Organizations for the relevant Equipment for which the tendered items belong to.
- (iv) **Original Parts Manufacturer(OPM):** Status of the manufacturer shall be determined as OPM on fulfilling 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 provenness credibility of the OPM based on the following criteria:

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

OR

Self-certificate to the effect that “The items covered in the Purchase Order(s)/Rate Contract(s) copies enclosed with the offer have been fully executed and have performed

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020

satisfactorily as per the provisions of respective Purchase Order(s)/Rate contract(s) and all the complaint(s)/claim(s) lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending”.

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

OR

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

OR

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

(v) **Authorized Agent/Dealer/Distributor of Original Parts Manufacturer (OPM) having valid authorization of OPM:** shall have to furnish valid tender specific authorization from OPM and documents, to establish the bidder's principal as OPM.

~~(vi) Relaxation for MSEs and Startups:~~

**Ref:**

- ~~1) Policy Circular No. 1(2)(1)/2016 MA Dtd.10.03.2016 of Additional Secretary & Development Commissioner MSME, Ministry of MSME, GOI.~~
- ~~2) OM No. F 20/2/2014 PPD (Pt.) Dtd.25.07.2016 of Under Secretary to GOI, Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI.~~
- ~~3) OM No. F.20/2/2014/PPD (Pt.) Dtd.20.09.2016 of Under Secretary (PPD), Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI.~~

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

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

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

~~2. Prior experience and prior turnover criteria are not applicable for Startups & MSEs in the tender in respect of either of the following situation and no further documents regarding Provenness will be required to be submitted by these categories of bidders.~~

- a) ~~Against the tender, if bidders in their offer have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a **'Proforma for Equipment and Quality Control'** (as per **Annexure X, Sample Forms**) has to be enclosed in the tender documents and such MSEs/Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability shall be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/processing of offers.~~
- b) ~~The designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.~~
- c) ~~If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.~~
- d) ~~In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the **Head of the Technical Department**.~~
- e) ~~If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided that date of such reports are not more than one year from the date of opening of bids.~~
- f) ~~If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, **duly notarized**, for relaxation from the criteria of prior experience and prior turnover:~~
- ~~• A valid BIS Marking License for the quoted items, **OR**~~
  - ~~• Rate contract issued by CIL/its Subsidiary Companies for the quoted items, **OR**~~
  - ~~• A valid DGMS Approval certificate for the quoted items, **OR**~~
  - ~~• Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.~~

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

Status of Provenness would be evaluated and decided by **Head of the Technical Department**.

**Note:**

- ~~1. Definition of MSEs shall be as per **'Public Procurement Policy for MSEs Order, 2012'** with subsequent amendments, if any.~~
- ~~2. MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. There may be circumstances (like procurement of items related to public~~

safety, health, critical security operations and equipment, etc.) where procuring entities may prefer procurement from vendors having proven capability. Wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/turnover for Startups/MSEs.

3. It is clarified that if L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 25% quantity shall be distributed among them at L-1 price.

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

5. Where any Aggregator appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

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

(vii) Documents to be uploaded by the bidder towards Provenness:

Sl. No.	Category of Bidder	Scanned copy of documents (Self-certified) to be uploaded by bidder in support of Provenness Criteria
I	<b><u>Original Equipment Manufacturer (OEM)</u></b> : Manufacturer for the equipment in which the tendered item(s) (assemblies/sub-assemblies/components) are to be fitted.	Self-certificate of being manufacturer of the equipment & copy of firm supply order of the equipment in which the tendered item/s is/are fitted.
II	<b><u>Authorized Agent / Dealer / Distributor of Original Equipment Manufacturer (OEM)</u></b> : having an valid authorization of OEM	Valid tender specific authorization from OEM ( <b>Annexure-III</b> ) and documents as required against (I) i.e. OEM, to establish the bidder's principal as OEM.
III	<b><u>Original Equipment Supplier (OES)</u></b> : having current authorization /collaboration with OEM.	(i) To submit valid documents regarding current authorization/collaboration with OEM for supply of their equipment and providing technical services.
		AND
IV	<b><u>A. Original Parts Manufacturer (OPM)</u></b> : who has order copy/s of OEM OR Trade Agreement with OEM for the tendered item/s.	(ii) Supply order copy placed by CIL or CIL Subsidiaries/ PSUs/Govt. Departments/Private Organizations for the relevant Equipments for which the tendered item(s) belong to.
		AND
		(i) Bidders to submit a self-certificate, of being manufacturer of the Assemblies/Sub-assemblies/ Components, etc.
		AND
		(ii). Bidders to submit 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.
		AND
		(iii). Bidders to submit a self-certified copy of performance certificate from the end user to assess the provenness credibility of the OPM based on the following

		<p>criteria:- “Assemblies/sub-assemblies/components and their spares, etc. offered by the OPM must have been supplied in the past to CIL/Subsidiary Companies or other PSUs/Government Departments/Private Organization and these should have performed satisfactorily for a period of not less than one year from the date of fitment/commissioning”.</p> <p style="text-align: center;">OR</p> <p>Self-certificate to the effect that “The items covered in the Purchase Order(s)/Rate Contract(s) copies enclosed with the offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/Rate contract(s) and all the complaint(s)/claim(s) lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending”.</p> <p>(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.)</p>
	<p><b>B. Original Parts Manufacturer (OPM):</b> whose supplied assemblies/sub-assemblies/components to the OEM, have been declared fitted on the equipment by the OEM.</p>	<p>Declaration by the OEM, that the tendered item is fitted/retrofitted in the equipment.</p>
V	<p><b><u>Authorized Agent/Dealer/Distributor of Original Parts Manufacturer (OPM)</u></b> having valid authorization of OPM.</p>	<p>Valid tender specific authorization from OPM and documents to establish the bidder's principal as OPM as per eligibility category against (IV) i.e. OPM.</p>

SCANNED DOCUMENTS OF THE DOCUMENTS IN RESPECT OF PROVENNESS CRITERIA TO BE UPLOADED AS SINGLE .pdf FILE NAMED “**PROVENNESS DOCUMENTS.pdf**”, in **COVER-I**.

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

### **C. Bid Documents**

#### **1. Content of Bid Documents**

- 1.1 The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:
- a. Instructions to Bidders (ITB);
  - b. General Conditions of Contract (GCC);
  - c. Special Conditions of Contract (SCC);
  - d. Schedule of Requirement (SOR);
  - e. Technical Specifications;
  - f. Sample Forms (including Letter of Bid): ANNEXURE–I to XXV;

g. Any Other document, information, instruction as specified in the Bid Document and/or specified in the e-procurement portal;

1.2 The terms & conditions mentioned in Special Conditions of Contract (SCC), Technical Specifications, Schedule of Requirement (SOR) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, specific provisions contained in SCC, SOR & Technical Specifications shall prevail over those in the General Conditions of Contract.

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

## **2. Clarification of Bid Documents**

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15(fifteen) days prior to the deadline for the online submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal up to 07 (seven) days before the last date of submission of bid, as indicated in the Time Schedule of tender. (Section-I (5)).

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

## **D. Preparation and Submission of Bid**

### **1. Language of Bid**

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

### **2. User Portal Agreement**

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

### **3. Letter of Bid (LOB)**

The Letter of Bid (LOB) as per the format given at **Annexure-I (Sample Forms)** will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority"/ "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB along with "Authority"/ "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

Above documents are to be uploaded in a folder named “**LOB**” provided in the e-procurement portal.

**Note:**

- a) The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of the person signing the LOB as the person is DSC holder and is himself bidding online on CIL’s e-Procurement Portal.
- b) In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarised as per **Annexure-II (Sample Forms)** by the person signing the LOB in favour of person bidding online is required to be uploaded.

**4. Period of Validity of Bids**

The bids (Techno-Commercial Bid and Price Bid) shall remain valid for a period of **120 days (One hundred twenty days)** from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by the purchaser. 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 shall be with mutual consent of buyer and seller.

**5. Methodology for online Submission of Bids**

**5.1** The offers are to be submitted online through CIL’s e-procurement portal in two covers:

Cover-I containing ‘**Techno-Commercial Bid**’ and Cover-II containing ‘**Price Bid**’.

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

The Cover-I shall contain the following:

(I) **Technical Parameter Sheet with Commercial Parameter Sheet (TPS-CPS.xls):** This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder must upload the same Excel file during Bid submission. The Technical Parameter-cum-Commercial Parameter Excel file shall contain the following **Two** sheets:

a) **Commercial Parameter Sheet (CPS)** - The Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same.

**Note: Bidders should fill Commercial Parameter Sheet (CPS) first and then Technical Parameter Sheet (TPS-BoQ1) thereafter.**

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

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

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

All related documents to CPS are to be uploaded by the bidder in “ELIGIBILITY DOCUMENTS”, “PROVENNESS DOCUMENTS”, “CERTIFICATES”, “EMD AND OTHER DOCS”, etc.

Bidders have to make sure that 'Eligibility-Overall' cell against items they intend to quote indicate 'COMPLIED'.

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

Annexure	Document/Format	Folder
Annexure-I	Letter of Bid (LOB)	To be submitted in "LOB" in Cover-I as a pdf file.
Annexure-II	Format for Authorization to DSC holder bidding online.	
Annexure-III	Manufacturer's tender specific authorization and declaration (duly notarised).	To be submitted in "CERTIFICATES" attached in single pdf file in Cover-I.
Annexure-IV	Self-Declaration by the Agent (if the bidder is an Authorised Agent)	
Annexure-V	Self-Certificate for Provenness	
Annexure-VI	Lowest Price Certificate & Price Fall Certificate	
Annexure-VII	Quality Certificate	
Annexure-VIII	Fitment Certificate	
Annexure-IX	No-Deviation Certificate	
Annexure-XI	Declaration Regarding Non-Banning/Delisting	
Annexure XII	<del>Technical Support &amp; Services Certificate</del>	
Annexure-XIII	HSN (Harmonized System Nomenclature) Code of product.	
Annexure-XVI	Pre-Contract Integrity Pact (Applicable for tender value of Rs. 2.00 crores and above)	
Annexure-XVIII	Certificate for Verification of Local Content (if applicable)	
Annexure-XIX	Self-Certificate (in case bidder is a Startup Entity)	
Annexure-XXI	Format for Certificate regarding procurement from a bidder of a country which shares a land border with India.	
Annexure-XXII	GST details and details of quoted items (upload GST certificate).	
Annexure-XXIV	Mandate Form for e-payment with a copy of cancelled cheque.	
CPS contained in TPS as CPS Sheet	Commercial Parameter Sheet	To be downloaded, filled & uploaded in "TPS-BoQ1.xls" file in Cover-I.
<del>Annexure X</del>	<del>Proforma for Equipment and Quality Control applicable for MSE's &amp; Startups.</del>	To be submitted in single pdf file in "ELIGIBILITY DOCUMENTS" in Cover-I.
The bidder should <b>upload scanned &amp; notarised copies</b> of details in respect of their organization along with the copies of document(s) like		

certificate of incorporation/registration etc. <b>(If the bidder is an Authorised Agent)</b> .		
Documents related with Eligibility Criteria.		
Documents, if any, given in Section “Technical Specifications” & Section “Schedule of Requirement (SOR)”.		To be submitted in four (04) folders named as “TECHNICAL DOCUMENTS-1”, “TECHNICAL DOCUMENTS-2”, “TECHNICAL DOCUMENTS-3” and “TECHNICAL DOCUMENTS-4” in Cover-I.
All the documents related to Provenness Criteria given in Section “Technical Specifications”.		To be submitted in single pdf file in “PROVENNESS DOCUMENTS” in Cover-I.
Annexure-XXV	Bid Security Declaration	To be submitted in “EMD AND OTHER DOCS” attached in single pdf file in Cover-I.
Certificate in support of MSME, if applicable.		
Certificate in support of Startup, if applicable.		
Certificate in support for giving preference to “Make in India” Products, if applicable.		
Scanned & notarised copy of PAN Card.		
Scanned & notarised copy of GST registration certificate.		
<del>Confirmation that the bidder has quoted for the equipment along with the Supplementary Items (spares and consumables) exactly as per the NIT requirement and stipulations.</del>		
<del>Confirmation that details of training charges have been indicated in the Price Bid/BOQ.</del>		
Any other document/certificate as per requirement of NIT.		

### 5.3 Price Bid (Cover-II):

(a) The Cover-II has one folder BOQ template. The Price Bid containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on CIL’s e-procurement portal under folder BOQ template. This will be downloaded by the bidder and it will quote the rates, taxes & duties etc. for the offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. Bidders may refer **Clause-13 & 15 (Part-B)** for Bid Prices and Bid Currencies of NIT i.e. Instructions to Bidders (ITB)

The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Price can only be quoted in INR.

(b) The Price Bid/BOQ template consists of three sheets:

- I) 1<sup>st</sup> Worksheet (BoQ1):** This is a front sheet and is a multi-currency sheet. This front sheet is a compilation sheet, where the prices quoted by the bidder in foreign currency & INR are compiled for preparation of the comparative chart. The Bidder shall only enter their name in full and select the appropriate currency (INR/USD/JPY/EUR/AUD/GBP) in each row of “L” Column of BoQ1 sheet. The currency selection should be done in each row separately. Bidder must select same currency for each row of “L” Column in BoQ1 sheet (i.e. for each item). The default currency in the BoQ1 is INR. If the bidder is quoting in any other currency, it must select the appropriate currency from the drop down menu available in “L” Column.

**Note:** If the bidder is quoting:

- a. Any item in foreign currency for a particular item, they have to select that foreign currency in Column “L”. Same currency is to be selected for each Item.

b. All items ONLY in INR, they should select currency as INR.

c. In combination of INR and foreign currency, the foreign currency should be selected in Column “L”.

**Selection of wrong currency in cells will lead to wrong calculation of price and the bidder shall be solely responsible for that.**

**II) 2<sup>nd</sup> Worksheet (BID\_INR):** For quoting prices in INR for the items. All the columns have to be filled as per the requirement of the format i.e. in percentage or absolute value.

**III) 3<sup>rd</sup> Sheet (BID\_OTHERS):** This worksheet shall be filled up by the Foreign Bidder only quoting rates in “Other Currency” after selecting the same (Currency of Bid) in BoQ1 Sheet. The bidder will have to quote their FOB Price only. All the columns have to be filled as per the requirement of the format i.e. in percentage or absolute value.

The foreign bidder who have selected the Type of Currency other than ‘INR’ during online bid submission has to select the country from where the delivery is to be made from the list as either USA, Canada, Japan or OTHERS in **Cell T10**. The same currency selected during online submission should be selected from the drop-down list. In case of any mis-match the bid will be out rightly rejected. Foreign bidders should indicate the **Port of Delivery in Cell Y10** and **applicable rate of Basic Custom Duty in Cell AB10**.

**Important Note:**

In case the tendered item is eligible for INPUT TAX CREDIT as per their applicability, then the L-1 status shall be decided by deducting the respective price components from the landed price viz. GST as applicable) towards INPUT TAX CREDIT in respect of Domestic Bidders from the landed value.

**The L-1 will be decided for each item/module as stipulated in the NIT. The Price Bid of the bidders will have no condition. The Price Bid which is incomplete and not submitted as per instructions will be rejected.**

**NOTE:** The price for determining status of the bidders shall be automatically calculated by the system based on the input values provided by respective bidder in their price bid.

**Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. CCL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left blank. However, in case “Basic Price” is indicated as 0.00/Nil, the Bid shall be treated as non-responsive for that item.**

**“If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered unless the charges for an item/product are included elsewhere in the price bid and a specific mention in this regard is made in the bid”.**

**5.4 Other information regarding BOQ/Price Bid:**

- i.) The Price Bid will be in item-wise unit rate BOQ format and the bidder may quote for any or all the tendered items. The Price Bid of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- ii.) In case of Taxes and Duties like CGST, SGST or IGST, GST Cess (if applicable), the applicable rate of these duties in terms of %age or is to be entered in the relevant fields.

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

<b>For Intra-State Supply</b>	<b>For Inter-State Supply</b>
Bidder has to indicate applicable Rate of (CGST+SGST) in terms of %age in the relevant column in Price Bid & Annexure-XXII.	Bidder has to indicate applicable Rate of IGST in terms of %age in the relevant column in Price Bid & Annexure-XXII.

- iii.) The rate of CGST, SGST or IGST, GST Cess (if applicable) entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid.

If bidder is eligible for Exemption of GST or lower than the normal rate is applicable then bidder has to upload the authenticated documents towards such exemption online & furnish the authentic documents along with certificate of Practicing Chartered Accountant having Certificate of Practice and having valid membership number of ICAI clearly mentioned that Bidder is eligible to opt the benefit of scheme/notification and fulfilled all the condition as mentioned in notification in this regard.

- iv.) In case the tendered item is eligible for Input Tax Credit of GST and there is certainty at the time of bid evaluation about the quantum of tax credit available, then the L-1 status shall be decided by deducting the Input Tax Credit [CGST, SGST or IGST, GST Cess (if applicable) as the case may be] Amount component from the total Rate by the system.  
However, if Bidder has opted composition scheme as per the provision of section 10 of CGST Act, 2017, they cannot charge the CGST/SGST/IGST/GST Cess, L-1 status will be determined on the basis of their quoted price.
- v.) In case of Bidder is exempted from Registration under GST Act and submitted the required documents as mentioned above, CCL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST SGST, GST Cess will be included in landed price. However, if the tendered items are eligible for Input Tax credit, the same will be deducted while computing the L-1 Status.
- vi.) In case of Successful bidder(s), if at the time of supply, it is found that Input Tax Credit available to CCL on this account is less than the "Input Tax Credit Amount Per Unit" declared in the BOQ/Price Bid, the differential amount between the two shall be deducted from the Bill of Supplier while making payment to them.
- vii.) Delivery is to be effected on Door Delivery Basis, thus bidder has to arrange the prescribed E-way bill at their end.
- viii.) It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under any circumstances, CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- ix.) **HSN Code** - Bidder to mandatorily quote HSN (Harmonized System Nomenclature) Code of product as per the format given at **Annexure-XIII (Sample Forms)**.

**Statutory Variation: If there is any statutory change in GST/SGST/IGST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.**

**5.5** Both the covers – Cover-I 'Techno-Commercial Bid' and Cover-II 'Price Bid' are to be uploaded in the e-procurement portal before the last date and time for submission of online bid.

**5.6** Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with the offer as per tender requirements at relevant spaces/folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the

authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in 100 DPI for clarity & easy uploading.

- 5.7** In case bidders upload copies of registration certificate of NSIC/BIS License, etc. and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be duly attested by a **Notary Public**. Apart from copies of supporting documents required as mentioned in the NIT, no additional/redundant document should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet, shall be ignored.
- 5.8** The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.
- 5.9** No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.

## **6. Submission of Forged/Tampered Documents**

Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, CCL while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CCL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to CCL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect/forged/tampered in any way, the total responsibility shall lie with the bidder and CCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and/or banning the bidder in CCL for future tenders. The penal action may include termination of contract/forfeiture of all dues including EMD/Security Deposit/banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

## **7. Earnest Money Deposit:**

Submission of EMD is not applicable. In place of EMD, bidders have to sign a “Bid Security Declaration” (Refer **Annexure-XXV, Sample Forms**) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in existing manuals/NIT) as defined in the request for bids document/tender document, they will be banned for two years from being eligible to submit Bids in CIL and its Subsidiaries.

The bidders are required to upload the scanned copy of the “Bid Security Declaration” as specified at **Annexure-XXV, Sample Forms** along with their offer in “EMD AND OTHER DOC” folder in **COVER-I**.

### **7.1 Submission of EMD**

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

#### **I. In Indian Rupees (INR):**

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

Earnest Money can be deposited by following modes only:

(a) Online fund transfer through Net banking using Payment Gateway available on portal.

(b) NEFT/RTGS from any Scheduled Bank to the Virtual Pool Account of the Purchaser strictly as per the challan generated by the bidder on e procurement portal.

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

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Purchaser's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission. It is further advised that after successful payment, bidder should confirm receipt of EMD at Purchaser's A/c through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

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

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

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

## **H. In US Dollars (USD):**

The value of EMD to be submitted by the foreign bidder shall be as stipulated in the **Section-I (ITB)** of NIT. The amount of EMD has to be credited in Purchaser's Bank Account within the last date and time for submission of online offer, failing which the online offer will not be considered.

Foreign bidders will have to remit the EMD of stipulated value (in USD) directly to the Purchaser's Bank Account mentioned below:

Account Name: **Central Coalfields Limited**

A/C No.: **10106155123**

Bank: **State Bank of India**

Branch: **SBI CCL Campus Branch**

IFSC Code: **SBIN0010400**

SWIFT Code: **SBININBB387**

While submitting the online bid, the foreign bidder must select "yes" option in EMD Exemption section provided in the portal and upload scanned copy of the UTR/documentary evidence for such remittance.

**The remittance of EMD of stipulated value (in USD) to the above Bank Account shall be the net remittance excluding all commissions, costs and charges levied by the remitting foreign and Indian banks. In case of refund of EMD submitted in USD, all charges towards such refund shall be borne by the Purchaser.**

Foreign bidder may also submit EMD in INR as explained above in the sub-clause 7.1 (I) for submission of EMD in INR.

In case, tender cancelled before opening or bidder failed to upload offer within due date & time of submission, after submitting the requisite EMD amount as per NIT, the foreign bidders are required to

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020  
~~submit request offline to CCL for refund of EMD amount submitted in USD along with original Bank Mandate (as per format enclosed) & self certified copy of UTR/documentary evidence for such remittance.~~

**Note:**

- ~~a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The net payment credited to the Purchaser's bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.~~
- ~~b) Physical mode of payment, i.e., Banker cheques/Demand drafts etc. is not acceptable.~~
- ~~c) EMD shall be interest free. The Purchaser shall not be liable to pay any interest on the amount of Earnest Money Deposit.~~
- ~~d) Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CCL's designated account and the information flows from Bank to e-Procurement system.~~

**7.2 Exemption from Submission of EMD**

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

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

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

- ~~b) OEM/OES are also exempted from submission of EMD in case of procurement of Spare Parts for their equipment against Open/Limited Tender.~~

**Note:**

- ~~1. Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period covers the original date of tender opening.~~
- ~~2. Above referred "Public Procurement Policy for MSEs Order, 2012" is applicable for procurement of goods produced and services rendered by MSEs. **Traders are excluded from the purview of Public Procurement Policy.**~~
- ~~3. In case of MSE bidders who submits Udyog Aadhar Memorandum (UAM) certificate and claiming benefits as per Public Procurement Policy for MSE Order, 2012 are advised to declare their Udyog Aadhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.~~
- ~~4. The MSE bidders should also enroll their name in the Coal India e Procurement Portal as "**Preferential Bidder**" either by modifying their profile or while making "Online Bidder enrolment". The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy for MSE Order, 2012.~~

**7.3 Refund of EMD**

- ~~a) EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto-refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.~~
- ~~b) In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.~~
- ~~c) 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.~~
- ~~d) The EMD of the Successful Bidder will be refunded through e payment on receipt of required Security Deposit from the bidder.~~
- ~~e) If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e payment. For all such e-payments, bidder will have to submit Mandate Form as per [**Annexure-XXIV, Sample Forms**].~~
- ~~f) If the successful/unsuccessful foreign bidder has submitted EMD in foreign currency, refund will be made in foreign currency through e payment. In case of refund of EMD submitted in foreign currency, all charges towards such refund shall be borne by the purchaser.~~

**7.4 Forfeiture of EMD**

The EMD shall be forfeited in the following cases:

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

**8. Deadline for Submission of Bids**

Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in **Section-I, Invitation For Bids (IFB)**.

The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**9. Auto Extension of Due Date of Bid Submission**

One extension of bid submission date by 04 (Four) days in case of bids received is less than 03(Three), will be done automatically by the system. In case no offer is received, tender will be cancelled. The information of cancellation of tender will be uploaded on the e-procurement portal through corrigendum.

**10. Late Bids**

No bid will be accepted after the deadline for online submission of bid.

**11. Modification and Withdrawal of Bids**

- i. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
- ii. No bid can be modified after the deadline for submission of bids.
- iii. Bidders may withdraw their bids online within the last date and time of bid submission. **However, the bids once withdrawn cannot be resubmitted again.**
- iv. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money.

**12. Purchaser's Right to Accept or Reject any or all Bids**

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

**13. Bid Prices**

Prices quoted must be FIRM till delivery and on FOR Destination basis, with the break up as per BOQ/Price Bid. Safe arrival of materials up to destination shall be the responsibility of the supplier.

**Prices quoted should be given in figures only (To be indicated in BOQ/Price Bid only).**

The prices must be quoted in the following manner:

**13.1 For Bidders in India:** The rate should be quoted by the bidders from India in Indian Rupee on FOR Destination basis which may be any Regional/Central Stores of CCL. The offer should indicate rate per unit, discount if any, etc. in the Price Bid format Bid\_INR.

The bidder should indicate all the relevant cost elements applicable in their case in Bid\_INR at the specified space.

For taxes/duties (% age) and amount both should be clearly indicated as applicable on the date of offer. The prices quoted should be net of Input Tax Credit of bidder.

Safe arrival of materials up to destination shall be the responsibility of the supplier. Thus E-Way bill, if any required shall be arranged by Bidder.

**13.2 For Indirect Import (Where Supplier is to Arrange Import & Pay Customs Duty etc.):** Indian Agents/Dealer/Distributors of overseas suppliers should also submit their offer in above Price Bid Format Bid\_INR in case they are submitting the offer in Indian Rupee on FOR Destination basis. In case of imported items, offer may be submitted in the following manner :

- I. Price quoted will be on FOR destination basis and the safe arrival of the consignment from the country of origin dispatched to the ultimate destination will be suppliers responsibility. In that case only CGST, SGST or IGST and Statutory local levies (if any) will be payable extra as applicable against documentary evidence.
- II. The tenderer shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Custom Duty as per prevailing Custom Rates and refund if any shall be passed on to CCL and their quoted prices is net of IGST paid at the time of import, shall be submitted along with supplies/bills.
- III. **Import Documents:** 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:
  - a) **Self attested copy of Principal's invoice/packing list along with original.**
  - b) **Self attested copy of Bill of Lading/Airway bill.**
  - c) **Self attested copy of Bill of entry along with original.**
  - d) As per contractual requirement (if any) warranty/guarantee certificate.
  - e) Certificate of origin.
  - f) Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.

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

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

- 13.3 FOR OVERSEAS BIDDERS:** The overseas bidders if quoting directly should quote in the selected Foreign Currency in the Price Bid Format Bid\_Other.
- a) The bidders from overseas countries shall quote the prices on FOB port of shipment basis in the Price Bid Format Bid\_Other, in any of the specified foreign currency.
  - b) Agency commission, Margin, Rebate, Discount, etc., if any, for the Indian Agent should be clearly specified in %age of Net FOB value in the Price Bid Format Bid\_Other. In case of Indian Agent of Foreign Principal, detailed service to be provided must be confirmed. Indian Agent should submit Copy of Agency Agreement, if any with their Techno-commercial Bid against this tender.
- 13.4** If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from the Government. CIL/CCL responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not be accepted.
- 13.5** Conditional discounts shall not be considered for comparison purpose. Cash discount or prompt payment discount will also not be considered for comparison purpose. However, the discount offered for CCL normal payment terms (without any condition or deviation) given in this tender will not be considered as conditional discount.
- 13.6** 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

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020  
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.

#### **14. Consideration of Abnormally Low Bids**

An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

**15. Bid Currency:** Indian/Indigenous bidders should quote their rates in Indian Rupees (INR) on FOR destination basis. Foreign Bidders should quote their rates ONLY in any of the following currencies:

1. US Dollar (USD); 2. GB Pound (GBP); 3. EURO; 4. Japanese YEN; 5. Australian Dollar (AUD)

### **E. Bid Opening and Evaluation**

#### **1. Opening of Bids & Examination, Verification and Evaluation of Bids**

- i. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process, document in support of exemption of EMD (if applicable) and documents as per requirement of Technical Parameter Sheet (TPS-BoQ1)-Cum-Commercial Parameter Sheet (CPS) in excel format for techno-commercial evaluation.
- ii. The Techno-Commercial Bids (Cover-I) will be decrypted online and will be opened on the pre-scheduled date and time of tender opening. 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.
- iii. The Techno-Commercial Bids (Cover-I) will be decrypted online and will be opened by the “Bid Opener” with their Digital Signature Certificates and upon opening of the tender by the bid openers, system automatically evaluates particulars as contained in TPS and other commercial parameters (combined with TPS).
- iv. Upon opening of the Techno-Commercial Bids (Cover-I), TPS and all other documents uploaded by the eligible bidders get opened. The documents and the TPS of all the bidders shall be downloaded and evaluated by the Tender Inviting Authority.
- v. Any bid which has not been submitted either with the requisite amount of EMD or the valid exemption document will not be considered for further evaluation.
- vi. The Purchaser will examine the Techno-Commercial bids submitted online by the bidders and the required uploaded documents to determine whether they are complete and in conformity with the tender document.
- vii. Purchaser will determine whether Techno-Commercial bid of the bidders is meeting to the requirements of the tender document on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the tender document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- viii. After techno-commercial evaluation of bids, Price Bid of the techno-commercially acceptable bidders will be opened. Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction Platform named “Auction BOQ” will be created. Reverse Auction process will follow as mentioned in **Clause 3, Part-E, ITB.**

#### **2. Shortfall Documents/Confirmatory Documents**

After evaluation, Shortfall Documents/Confirmatory Documents, if required, shall be sought from the bidders. Request for documents and the response shall be in writing. No modification of the bid and any form of communication with CCL or submission of any additional documents, not specifically asked for by CCL, will be allowed and even submitted they will not be considered by the purchaser.

The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with Sales Tax/VAT/GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

**So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance considered. However, no new supply order should be asked for so as to qualify the bidder.**

For this purpose, maximum 02(two) chances shall be given. The time period for the first clarification will be considered for **7x24 hours** duration and for the subsequent second clarification, if required, as **5x24 hours** duration.

The above documents will be specified online under the link “Confirmatory Documents”, by evaluator, indicating the start date and end date giving 7 day/5 days (as applicable)time for online submission by bidder. The bidders will get this information on their personalized dashboard under “Upload Confirmatory Documents/Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders 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 e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period. CCL reserves the right to verify any of the documents uploaded by the bidder at any stage.

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 e-mail& SMS alert to the eligible bidders

**In case of single bid tenders or tender up to a value of Rs. 50.00 Lakhs, the shortfall documents shall be asked only once (7x24 hours duration). However, in case of two bid tenders, shortfall documents may be asked twice, irrespective of tender value.**

### **3. Reverse Auction (Applicable for estimated value of tender above Rs. 50 Lakhs):**

In case of Tenders involving Reverse Auction, the system will not disclose the name of the L-1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.

Upon opening of the price bids, a reverse auction platform will be created after system calculates L-1 price automatically as per Evaluation criteria of NIT. This L-1 price will be Auction Start Price. The RA will start within 2 hours from actual time of opening of tender and same will be intimated through SMS & e-mail by the e-procurement system. However, bidders will be able to see the auction details in the “MY AUCTION” tab after successful publication of the Reverse Auction Platform. At the time of auction, bidders may participate in Auction through “LIVE AUCTION” tab. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

**Reverse Auction Process (RAP) shall be as under:**

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform named “Auction BOQ” will be created.
- (b) Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.
- (c) The multi auction template will display only the item-wise L-1 price received, decrement value, starting and end time. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders and CCL.
- (d) The L-1 bid price of each item, calculated as per Evaluation criteria of NIT, will be “Start Bid Price” for respective item of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) Item-wise H-1 bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H-1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H-1 net landed cost/price, the bidder who had submitted/frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, H-1 elimination will not be applicable to the preferential category of bidder like MSEs, Make in India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.

**Note:** If a bidder has quoted under privileged category and the Tender Inviting Authority (TIA) has rejected the status of the bidder’s 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-privileged/preferential category bidder and will be evaluated accordingly.

- (g) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the 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. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
  - i) For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
  - ii) For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.
  - iii) For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.
  - iv) For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off will be made to nearest 1,000;
  - v) For decrement value from Rs.10,001/- to Rs.1,00,000/-, rounding off will be made to nearest 10,000;
  - vi) For decrement value from Rs.1,00,001/- to Rs.10,00,000/-, rounding off will be made to nearest 1,00,000;and so on...
- (h) The maximum seal percentage in one go shall 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:

$$DV_1 = (DV + \frac{2}{100} \times L1)$$

Where DV= Decrement Value (fixed) as indicated in NIT

DV<sub>1</sub>= 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

*If the start bid price is Rs.21000 and decrement value is Rs.100, the maximum seal percentage will be 2% of 21000 i.e. Rs.420 and upper range of reduction shall be Rs.520 (100+420). However, as reduction has to be in multiples of decrement value, maximum reduction that can be offered by the bidder will be Rs.500 only and hence, first reduced bid in reverse auction cannot be below Rs.20500.*

*In the above scenario, the seal percentage for 2<sup>nd</sup> bid will be 2% of 20500 i.e. Rs.410 and the upper range of reduction shall be Rs.510 (100+410). Thus, maximum reduction that can be offered will again be Rs.500 only in multiples of Rs.100 (decrement value).*

- (i) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by 30 minutes in case of any reduction recorded in the last 30 minutes. The reverse auction will end only when there is no further reduction recorded in the last 30 minutes slot. In case of multiple-items, auto extension will take place only for the item(s) for which any reduction has been recorded in last 30 minutes. For rest of the items for which no reduction has been recorded in the last 30 minutes, the Reverse Auction will close.
- (j) System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall.
- (k) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- (l) **Break-up of price:** The price break-up will be sought through confirmatory link and 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 item/component. The price, if any, 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. The break-up of prices should be uploaded in specified time frame. In case the L-1 bidder fails to submit the break-up of landed price within stipulated period, the Purchaser will be at liberty to place order on the basis of the break-up of the e-price bid (BOQ template) submitted by the bidder along with the initial offer, proportionately reduced and the same will be binding on the bidder.
- (m) The L-1 bidder after reverse auction will be responsible to ensure that the net landed rate as per the breakup of prices provided by him after the reverse auction and the LI net landed rate offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.
- (n) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the initial price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price-bid, whichever is lower.
- (o) Since, reverse auction is a sequel to e-tender; the process of finalizing the tender upon completion of reverse auction will be the same as the tender process without reverse auction.
- (p) The Auction bid history shall reflect only the bid price.
- (q) 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.
- (r) **Purchase Preference:** In case NIT provides for purchase preference as per Govt. of India policy, as may be notified from time to time to any category of bidders, and if any of the bidders are eligible for such

purchase preference in terms of 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.

- (s) **Conversion Rate:** While evaluating the bids, for conversion of foreign currency into Indian Rupees, the exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI website or data obtained directly from Banks.
- (t) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- (u) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published in the portal. All bidders shall have the facility to see and get a print of the same for their record.
- (v) 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 the Purchaser will form a binding contract between the Purchaser and the bidder for entering into a contract.
- (w) 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.
- (x) If the lowest price received during reverse auction is found unreasonable or it is unacceptable by Tender Inviting Authority (TIA), the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- (y) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- (z) 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.

#### **4. Evaluation Criteria:**

Evaluation of bids will be made in the following manner:

##### **A. Evaluation of Indigenous Offer in Indian Rupees:**

- a) The bidder will fill their unit prices in Indian Rupees and on FOR Destination basis with the applicable rate of GST on FOR destination price in BOQ-“INR sheet”. For the purpose of the contract, term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination.
- b) The rate of GST entered by the bidder in BOQ-“INR sheet” shall be legally applicable rate of GST at the time of submission of bid.
- c) Landed Price shall be arrived at after adding all elements of prices quoted in BOQ-“INR sheet”.
- d) Net Landed Unit Price will be arrived at after deducting Input Tax Credit for GST from Landed Price.

**B. Evaluation of Overseas Manufacturer (for FOB Offer):**

Bidder should quote firm price on FOB basis only, indicating the currency. The total price will be estimated in the following manner to arrive at the CIF price and the Total landed price of the Import offers:

- a) Freight Charges from FOB Port of Shipment to Kolkata Port.

Sectors	Freight
For USA, Canada and Japan	12% of Net FOB value
All other Sectors	10% of Net FOB value

- b) Insurance charges shall be considered @0.0689% of C&F Price.
- c) The FOB Price, Agency commission if quoted extra, Marine freight and Marine insurance charges will be added together to work out the CIF Price for the item.
- d) Basic Customs Duty (BCD) on assessable value (which will be CIF value), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), will then be added on the CIF price, thus converted into Indian currency.
- e) On this net price, 2% of FOB will be added as port clearance and forwarding charges and 3% of net FOB as estimated average inland freight upto destination, to arrive at the total price (landed price). IGST will be added on port clearance & forwarding charges and inland freight and insurance upto destination.
- f) Input Tax Credit of GST, wherever applicable will be availed while evaluating Cost to Company. Therefore, the total component of GST and IGST shall be deducted from the total Foreign Currency component to arrive at "Net Foreign Currency" component which will be carried over to the front sheet under head "Rates from BID\_OTHERS Sheet" in BoQ1 sheet.
- g) The Net Foreign Currency component as arrived at sl. no. (f) above shall be converted to INR at the exchange rate prevailing on the date of opening of Price Bid.
- h) Net landed price shall be the CIF price plus total Customs Duty plus Port Clearance and Handling Charges plus Inland Freight & Insurance plus GST etc. after setting off GST credit against various heads under customs duty as applicable. This will also include agency commission wherever applicable.

**Note:**

- The L-1 status shall be decided by deducting the Input Tax Credit on GST. Therefore, the bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in CIL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.
- Statutory Variation:** If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.
- It shall be responsibility of the bidder to indicate the correct rate of Customs Duty applicable to their goods. If it becomes necessary for CCL to pay higher rate of Customs Tariff due to wrong quoting of customs rate by the bidder, the same shall be deducted from supplier's bill. However, if the higher rate is due to any statutory change, the same shall be borne by CCL.
- If a new statutory tax/levy/cess/surcharge etc. comes into effect after award of contract, the same will be considered based on the merit of the case.
- All the details of Techno-Commercial Bid and Price Bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the

system.

#### 6. Conversion to Single Currency

- To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.
- The applicable Exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or data obtained directly from Banks.

#### 7. Contacting the Purchaser

Subject to clarification w.r.t. Shortfall/Confirmatory Documents, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

### F. Placement of Order

- Placement of Order:** After the procurement is finalized, scanned copy of the Purchase Order will be uploaded on the e-procurement portal and the original copy will be sent to the bidder/s through registered/speed post. Any amendments to the Purchase Order shall also be uploaded in the Portal.

On receipt of Purchase Order, the successful tenderer shall submit his acceptance of Purchase Order within 15 days from the date of order.

- Subsequently, successful bidder shall submit Security Deposit and PBG, as applicable as per terms of Purchase Order.
- Pre-Contract Integrity Pact (Applicable for tender value of Rs. 2.00 crores and above)**

The bidders will have to upload along with their offer, the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as [Annexure-XVI & XVI(a), Sample Forms] failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with name and designation of the signatory and witnesses at the last page of the Integrity Pact. **The LOB and Pre-Contract Integrity Pact should be signed by the same person.**

Name of the Independent External Monitor(s) (IEMs) for this tender are as follows:

Sl. No.	Name of IEM	Address	E-Mail Id
1	Shri Devendra Kumar Pathak, IPS(Retd.)	L/G4, Amrapali Sapphire, Sector-45, NOIDA, UP-201303	<a href="mailto:pathak56515@gmail.com">pathak56515@gmail.com</a>
2	Shri Srinivasan Rangarajan, IRSME(Retd.)	C-1, Rail Nagar Podanur, Coimbatore-641023	<a href="mailto:ramasalperi@gmail.com">ramasalperi@gmail.com</a>

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). The e-mail or the envelope should carry the subject line "Complaint to the IEM regarding Tender".

Failure to confirm the above may render the offer liable for rejection without any further correspondence.

#### **4. Purchase Preference under Public Procurement (Preference to ‘Make in India’) Order, 2017**

Under ‘Make in India’ Policy of Government of India, Purchase Preference will be given to eligible bidders as per “Public Procurement (Preference to Make in India) Order, 2017” issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020) of Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI (**Annexure-XVII, Sample Forms**). Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order.

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 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 on restrictive conditions such as registration in the procuring country/execution of projects of specific value in the procuring country etc.

#### **5. Purchase Preference to Micro & Small Enterprises (MSEs)**

- 5.1 As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified notarized copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.
- 5.2 25% of the tendered quantity shall be reserved for procurement from participating Micro and Small Industries subject to their quoting price within the band of L-1+15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and Small Enterprises. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (tendered quantity). In case of non-divisible tenders, an MSE quoting in the price band of L-1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L-1 by the MSE concerned.
- 5.3 Out of 25% of this quantity, 4% shall be procured from Micro and Small Enterprises owned by SC/ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirement and L-1 price this 4% requirement earmarked for Micro and Small Enterprises owned by SC/ST shall be met from other Micro and Small Enterprises. MSEs would be treated as owned by SC/ST entrepreneurs if:
  - (i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - (ii) In case of partnership MSE, the SC/ST partner(s) shall be holding at least 51% shares in the unit.
  - (iii) In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
  - (iv) In case of Private Limited Companies, at least 51% share be held by SC/ST promoters.

“SC” & “ST” Entrepreneurs have to submit necessary caste certificate issued by State Authorities, duly notarized by Public Notary.

- 5.4 Special provision for Micro and Small Enterprise owned by women. Out of the total procurement from Micro and Small Enterprises, 3% from within 25% target shall be earmarked for procurement from Micro and Small Enterprise owned by women.
- 5.5 The firm has to submit a notarized copy of Entrepreneurs Memorandum certificate i.e. EM-Part-2 issued by District Industries Centre or Registration certificate issued by District Industries Centers (DICs) **OR** Khadi and Village Industries Commission (KVIC) **OR** Khadi and Village Industries Board (KVIB) **OR** Coir Board **OR** National Small Industries Corporation (NSIC) **OR** Directorate of Handicrafts and Handloom **OR** firms having Udyog Aadhar Memorandum (UAM) **OR** any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) to claim their status as “MICRO” & “SMALL” Enterprise.
- 5.6 Where any Aggregator (One who sells the products coming directly from the manufacturers. MSME appoints aggregators for the specific items), appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- 5.7 **This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.** An MSE Unit will not get any purchase preference over another MSE Unit.

**NOTE: MSE firms are required to declare their UAM No., failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSEs Order, 2012.**

## **6. Purchase Preference to Ancillary Units of Central Coalfields Limited**

- 6.1 The Ancillary units should indicate their assessed capacity along with the total pending order available with them on the date of tender opening. The difference between the two will be taken as their available balance capacity for the tender and distribution of order quantity will be decided based on the same.
- 6.2 Ancillary Status granted to a firm shall be valid for a period of three years during which the performance of the firm shall be monitored and in case of consistent unsatisfactory performance of the firm or change in the status of the firm from MSE to Medium or Large Enterprise, the ancillary status granted to the firm shall be withdrawn. Renewal of ancillary status for another three years shall be considered only after receipt of request made by the firm.
- 6.3 In tender, the participating ancillary units within the price band of L-1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 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).
- 6.4 If in a tender, L-1 price is quoted by an ancillary unit, then the ancillary who quoted L-1 price will get the opportunity for full supply. However, if there are MSEs within L-1+15% price band, then 25% tender quantity shall be awarded to them subject to their matching L-1 price.
- 6.5 If L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 25% quantity shall be distributed among them at L-1 price.

## **7. Cartel Formation/Pool Rates**

Pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system.

Such and similar tactics to avoid/control true competition in a tender leading to “Appreciable Adverse Effect on Competition” (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.

In case of cartelization or apparent cartel formation, CCL reserves the right to:

- (i) Ban or suspend business with the suspect bidders and cancel their bids without assigning any reason thereof and
- (ii) Place order on one or more firms with exclusion of the rest without assigning any reason thereof.

The matter of cartelization or collusive bidding based on any material or circumstantial evidences or otherwise would be decided by the IEM(s) nominated for this tender.

## **8. Conflict of Interest among Bidders/Agents**

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

- (a) They have controlling partner(s) in common; or
- (b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (c) They have the same legal representative/agent for purposes of this bid; or
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (e) Bidder participates in more than one Bid in the bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry.

One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian agent on behalf of only one principal.

(g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(h) 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.

**SECTION - III**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Definitions**

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

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

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

## **2. Application**

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

## **3. Standards**

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

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

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

## **5. Patent Rights**

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

## **6. Security Deposit**

- 6.1 The successful tenderers will have to submit Security Deposit for the 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 the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL/CCL.

- 6.7 In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- 6.8 Security Deposit will be released with the approval of HOD of MM Department/Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/goods involving installation and commissioning and PBG.
- 6.9 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause.

- 6.10 All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- 6.11 Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.
- 6.12 The SDBG will be submitted through Structured Financial Management System (SFMS).

## **7. Performance Bank Guarantee**

- 7.1 Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 7.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 7.3 The Performance Bank Guarantee (PBG) shall be in the same currency(ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 7.4 If the contract is for procurement of equipment, the PBG(s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.
- 7.5 The PBG(s) shall remain valid till 3 months after the completion of warranty period.
- 7.6 The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/equipment(s).
- 7.7 The release of the Performance Bank Guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD(MM)/Area GM.
- 7.8 In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/items and fulfillment of contractual obligations including warranty obligations.
- 7.9 In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.
- 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 inspectors). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspectors) and/or to engage any other third-party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, at least 30 days in advance will be given for inspection.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4 Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- 8.5 The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6 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 Requirement (SOR). 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

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020  
of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:

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

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

**b) For Domestic Goods from within India:**

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

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

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

**11. Insurance**

- 11.1 Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.
- 11.2 Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/FOB/CFR basis, marine/air insurance shall be the responsibility of the purchaser.
- 11.3 In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.
- 11.4 Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

- 11.5 Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR-destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance”.

## **12. Transportation**

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

## **13. Warranty**

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

**14.2 Payment for Indian Agency Commission**

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

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

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

**15. Changes in Order**

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

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

**16. Contract Amendments**

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

**17. Assignment**

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

**18. Subcontracts**

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

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

- 19.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement (SOR).
- 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 a 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 FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be considered 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 violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

21.2 Code of Integrity for Public Procurement (CIPP):

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

The following practices would amount to violation of CIPP:

- i.) "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii.) "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- iii.) "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;
- iv.) "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v.) "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi.) "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

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

## **22. Force Majeure**

- 22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.
- 22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.
- 22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty-one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.
- 22.7 The contract shall be governed by the following Force Majeure Clause:  
*"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract n or shall either party have any claim for damages against the other in respect of such non - performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."*

## **23. Termination for Insolvency**

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

#### **24. Termination for Convenience**

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

#### **25. Governing Language**

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

#### **26. Taxes and Duties**

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

#### **27. Limitation of Liabilities**

Except in cases of criminal negligence or willful misconduct;

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

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

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

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

*"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM)/FTS – 1835 dated 22.05.2018."*

## **29. Progress Reports**

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

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

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

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

## **31. Applicable Law**

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

## **32. Settlement of Disputes through Court of Law of Competent Jurisdiction**

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 the tender or supply order has been issued.

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

## **33. Notices**

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing. For the purpose of all notices, the following shall be the address of the Purchaser:

**General Manager (MM)/HOD,**  
Central Coalfields Limited (HQ), Darbhanga House,  
MM Department, 1<sup>st</sup> Floor, Swarnarekha Building,  
Dist.: Ranchi, Jharkhand - 834001, India  
Fax: 0651-2360198  
Phone: 0651-2361716  
E-mail: [gmmm.ccl@coalindia.in](mailto:gmmm.ccl@coalindia.in)

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

33.3 In case of change in address, the supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

**SECTION – IV**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

## SPECIAL CONDITIONS OF CONTRACT (SCC)

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

### 1. Security Deposit

1.1 The successful tenderer shall have to deposit Security Money for an amount of **Three percent (3%)** of the total landed value of the contract including all taxes, duties and other costs and charges in the form of Bank Draft drawn in favour of **Central Coalfields Limited** payable at **SBI, SME Branch, Doranda, Ranchi, Jharkhand**, or in the form of Bank Guarantee of any Scheduled Bank/ Nationalised Bank in the prescribed format of CCL enclosed as **Annexure-XIV** within 15 days from date of placement of order.

**For Overseas bidders, Security Deposit/Foreign Remittance** may be drawn directly in the name of Central Coalfields Limited **State Bank of India Account No. 10106155123** maintained at **SBI CCL Campus Branch**, having the SWIFT Facility bearing no. **SBININBB387**, and **scanned copy of the documentary evidence for such Direct Remittance.**

1.2 The Security Deposit shall be in the same currency(ies) in which contract is to be signed. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

1.3 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee.

1.4 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause of NIT.

1.5 Bidders submitting BG towards Security Deposit cum PBG shall submit the same in Performance BG format (**Annexure-XV, Sample Forms**), clearly indicating SD cum PBG, in such case the amount of PBG should not be less than 10% of the landed value of order. Validity period of the BG shall cover the period of Security Deposit as well as period of Performance Bank Guarantee.

1.6 The Bank Guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of **Central Coalfields Limited** shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

<b>Name of Beneficiary &amp; other details</b>	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No	10106155123
	Customer-ID of Beneficiary	80288731402
	Department	MM Dept.
<b>Beneficiary Bank Branch Address</b>	State Bank of India SME Branch, Doranda, Ranchi- 834002	
<b>IFSC Code</b>	SBIN0009620	

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

- 1.7 Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/goods involving installation and commissioning and PBG.
- 1.8 All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.
- 1.9 OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for their equipment against Single Tender Enquiry/Open/Limited Tenders.
- 1.10 Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

**Note:** GCC Clause No. 6.6 & 6.7 shall be applicable in case of failure to submit security deposit within stipulated period/extended period.

## **2. Grace Period**

- 2.1 A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities will make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.
- 2.2 The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for inspection of stores (in case of pre-dispatch inspections) which should be made within the original delivery period.
- 2.3 If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser may accept the stores even though the inspection was completed after the delivery date.
- 2.4 The grace period will only apply to the original contract delivery period and will not be applicable once an extension of delivery has been granted.
- 2.5 In case of phased delivery, the grace period will be applicable to each phase separately, within the original Contract Delivery Period/Re-fixed Delivery Period.

## **3. Remedies to Purchaser for delay in Supply/Non-Supply for which Supplier is responsible:**

The purchaser has the following options depending upon the circumstances of the case:

- a) To extend the delivery period with imposition of liquidated damages, right of reservation and Denial Clause. In denial clause, any 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 PVC and exchange rate variation clause. Regarding increase in statutory taxes and duties during the extended period, the same may be admissible provided the buyer gets 100% input credit for those taxes and duties; otherwise increase in statutory taxes and duties are not to be paid to the seller. However, decrease in statutory taxes and duties is to be availed by the buyer.

- b) To forfeit the security deposit in full or in part depending on the merit of the case.
- c) To cancel the contract.
- d) To impose other available sanctions/penalties as per contractual provisions.

#### 4. Liquidated Damages:

In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and /or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CCL should have the right:

- i. To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5% (Half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent) of the total contract value.
- ii. or to purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or,
- iii. To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,
- iv. To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- v. To forfeit the security deposit fully or partly.
- vi. Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, CCL 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 contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- vii. CGST, SGST or IGST, as applicable, will be levied extra on LD charges as per the provision of GST Act and Rule thereon.
- viii. Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises

#### 5. Payment Terms:

Central Coalfields Limited (CCL) has onboarded the TReDS platform through Receivables Exchange of India Limited (RXIL). TReDS is an online discounting platform primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. The main objective of the TReDS platform is to help MSME vendor get trade receivables financed based on the credit profile of Buyer and immediate payment once the trade receivables are financed. MSME vendors of CCL are requested to register themselves on RXIL TReDS platform to avail the above benefits.

Contact details of RXIL Website: <http://www.rxil.in>

Portal - [www.treds.in](http://www.treds.in)

Contact Person Details:

a) Mr. Mainak Mandal; Mobile Number - 9475622182; E-mail: [mainak.mandal@rxil.in](mailto:mainak.mandal@rxil.in)

b) Mr. Ninad Bhoir; Mobile Number - 7755923005; E-mail: [rxil\\_nbhoir@rxil.in](mailto:rxil_nbhoir@rxil.in)

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

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

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

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

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

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

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

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

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

All bank charges within India and Abroad towards any further extension and amendment of Letter of Credit on the request of the supplier/beneficiary will have to be borne by the supplier/beneficiary. The Indian Agent's commission, if any, will be payable in Indian Rupees after receipt and clearance of the materials at consignee's end subject to furnishing of information/documents as detailed in Clause 2.C, Part-B, Section-II (ITB).

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

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

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

For e.g.:

- a) GSTN no. of the Supplier.

- b) Address of the concerned GSTN.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) HSN codes
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of GST.
- j) Quantity and value of goods, and GST payable thereon.

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

**a. In case of indigenously manufactured goods.**

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

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

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

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

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

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

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

**E. Payment for Indian Agency Commission for direct import:**

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 within twenty one days of submission of bills along with following documents:

- a) Copy of foreign principal's invoice.
- b) Copy of bill of lading.
- c) Certificate from State Bank of India regarding Bill Selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
- d) Certificate of receipt and acceptance of material issued by the project head/consignee.

Payment of the Indian Agency commission will be paid directly in equivalent INR limited to the percentage indicated in the Agency Agreement or 5% of FOB value, whichever is lower.

The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the Principal and their Indian Agent liable to be banned/ suspended from having business dealings with the Purchaser, by following laid down procedures for such banning/suspension of business dealings.

**F. AGENCY COMMISSION CERTIFICATE:** In case no Agency Commission is payable, the successful bidder will have to furnish the following certificate along-with the bills:

*“No commission, rebate, discount, margin or engineering and technical service fees, compensative charges or agency commission by any other name or in any other form etc. from the Ex-Works/Net F.O.B. value of the contract is payable by the supplier to any person / agent or agency.”*

This certificate will form a part of the letter of credit. In case sole selling Indian agent is quoting on behalf of the principal, above certificate shall be given by the principal.”

**G. Indian Agents submitting offer on behalf of Foreign Manufacturers to certify the following (Refer Annexure-IV, Sample Forms):**

1. 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;
2. That we will produce 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;

3. That we will 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.)*

The payment shall be made by “Electronic Fund Transfer (EFT)” or e-payment. Bidders are therefore requested to indicate EFT No. & other relevant details in your offer like their Bank A/c. No., Name of Bank, Address of Bank, Branch Code, etc. for e-Payment.

**NO OTHER PAYMENT TERMS SHALL BE ACCEPTED.**

**6. Paying Authority**

The Area Finance Manager, CS/CRS, CCL, P.O. – N.T.S. Barkakana, Distt.: Ramgarh – 829103 (Jharkhand).

**7. Prices**

**7.1 Lowest Price Certificate**

The Tenderer should submit a certificate and upload the same in “CERTIFICATES” along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to other Govt. Depts./Undertakings including other Subsidiaries of CIL/Private Organisations (**Annexure-VI, Sample Forms**).

The Supplier must submit a price certificate in all their invoices in the following format for all items:

*“It is certified that the prices, indicated in this invoice is not higher than the amount billed to other Govt. organizations/PSUs/Private Organizations during the contract period.”*

**7.2 Price Fall Clause (Not applicable for purchase value upto Rs. 2.00 lakh)**

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

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

## **8. Banned or De-listed or Debarred or 'Put on Holiday' suppliers**

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive. (**Annexure-XI, Sample Forms**)

## **9. Distribution of Order**

- 9.1 In case the L-1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L-1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (landed) shall be counter offered to L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 and L-4 vendor and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.
- 9.2 Purchase Preference/Distribution of Qty. to MSEs/Startup/Make in India/Ancillary Units of CCL etc. shall be dealt as per relevant clauses of NIT.

## **10. Risk Purchase**

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/contract, Central Coalfields Limited shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/Security Deposit/Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies/CIL. GST will be charged/levied on Risk Purchase as per the provision of GST Act Rule thereon.

Risk purchase action may be initiated under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/contract and as a result fails to execute the order satisfactorily.

## **11. Taxes and Duties**

**While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017 and Tax Collection at Source vide Circular No. 17 of 2020 dt.29.09.2020 (F. No. 370133/22/2020-TPL) of Central Board of Direct Taxes, Dept. of Revenue, Ministry of Finance, GOI:**

- (a) The tax invoice raised by the supplier against the services rendered on or after the appointed day must comply of relevant GST Acts, rules & notifications made there-under and should bear the GSTIN **20AAACC7476RHZT** of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.
- (b) The CGST & SGST, or IGST and GST (Compensation to state tax), as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL could be

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020  
able to avail Input tax credit of such CGST & GST or IGST and GST (compensation to state cess) reflected in the invoice.

- (c) If CCL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice including Interest and penalties, if any, as per GST Act, shall be recovered from the current bills or any other dues of the supplier.
- (d) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there-under.
- (e) Where any differential amount is payable to the service provider on account of revision in price or escalation etc or any other reason in relation to service provided before the appointed date, the Tax Invoice or debit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- (f) Similarly, where any differential amount is recoverable from the service provider on account of downward revision in price or due to any other reason in relation to service provided before the appointed date, the credit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- (g) In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- (h) Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.
- (i) E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the E-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the E-way bill is required to be issued by recipient of goods.
- (j) In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues. Further Earnest Money/Performance Security forfeited will be inclusive of GST.
- (k) TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of services on or after the appointed day.
- (l) In reference to relevant tax clause of bid document regarding payment/recovery on account of any new/increase/decrease in tax, the provisions under GST [CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government] shall become applicable in the contract.
- (m) The bidder shall submit an undertaking that any extra benefit of ITC in future shall also be passed on to CCL.

- (n) In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.
- (o) In case of failure of the supplier to comply GST provisions for availing ITC (by CCL), the supplier has to pay the amount of ITC to CCL or CCL will have the right to recover the same from any of the payments due to the supplier.
- (p) **Tax Collection at Source (TCS) vide Circular No. 17 of 2020 dt.29.09.2020 of Central Board of Direct Taxes, Dept. of Revenue, Ministry of Finance, GOI:** In terms of the said circular (vide F. No.370133/22/2020-TPL), Tax Collected at Source (TCS) is collectible by the supplier at specified rates under sub-section (1H) in section 206C on specified class of goods supplied. The TCS so collected by the seller should be available as tax credit in 26AS to CCL and the supplier has to submit TCS certificate in the prescribed format i.e., Form 27D.

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

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

**12. INPUT TAX CREDIT:** CCL is entitled to avail Input Tax Credit (ITC) on account of GST, SGST, IGST, GST CESS for indigenous products, IGST for imported products. Hence, set off allowed against CGST, SGST, IGST as per relevant tax act shall be considered for determining tender status for which bidders shall agree to submit following documents, at the time of supply, along with their bills for enabling CCL to input tax credit.

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

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

- the word “Revised Invoice” or “Supplementary Invoice”, as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and
  - Signature or digital signature of the supplier or his authorized representative
- 2) Vendors/service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.
  - 3) GST Registration Number of CCL is **20AAACC7476RHZT**. In case Supply Contract is concluded on you, your bills should bear this number to enable CCL to claim INPUT TAX CREDIT.
  - 4) Supplier will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been/will be uploaded in GST Portal within due time as prescribe in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereon.
  - 5) Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/regulation**, with all required supporting document(s) within a period specified in Contract to enable CCL to avail input credit of **GST (CGST & SGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details. If input tax credit is not available to CCL for any reason not attributable to CCL, then CCL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/setoff/recover such **GST (CGST & SGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by CCL to the Supplier. Further in this case, CCL reserve the right to upload name and detail of such defaulter on CCL website and may also consider for giving holiday/debarring from participating tenders.
  - 6) Where CCL has the obligation to discharge **GST (CGST & SGST or IGST)** liability under reverse charge mechanism and CCL has paid or is/liable to pay **GST (CGST & SGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CCL or ITC with respect to such payments is not available to CCL for any reason which is not attributable to CCL, then CCL reserve the right to deduct/recover such amounts against any amounts paid or payable by CCL to Supplier.
  - 7) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of CCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.
  - 8) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. Form 27D.

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

- 13.1 CCL reserves the right to increase or decrease the ordered quantity by  $\pm 25\%$ . The increase in quantity shall be at the same rate, terms and conditions. If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them.
- 13.2 With the provision of the Option Clause, coverage for additional quantity upto 25% of offered quantity can be made either by:
  - a) ordering full 25% quantity at the time of placement of contract;
  - b) ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract;

c) Ordering option quantity subsequent to placement of contract but during the currency of contract.

- 13.3 The Purchaser's right to vary the ordered quantity by (+) 25% can be exercised at any time, till final delivery date of the contract even though the quantity ordered initially has been supplied in full before the last date of Delivery Period. In case delivery date is extended in a contract with (+) 25% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.
- 13.4 While exercising the (-) 25% option clause, a reasonable notice shall be given to the supplier. The 'reasonable notice' for exercise of (-) 25% option clause consequent to decrease in price subsequent to placement of contract shall be served by giving a reasonable opportunity to the supplier to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 25% quantity, whichever is less. Where the supplier does not unconditionally accept such lower rate, no further consent from the supplier is necessary for exercise of (-) 25% quantity under option clause.

#### 14. Performance Bank Guarantee:

14.1 The successful tenderer shall be required to furnish a Performance Bank Guarantee equivalent to 10% value of the contract on Landed basis inclusive of all taxes and duties on FOR destination basis which should be **valid for 30 months** from the date of receipt & acceptance of the materials at consignee store + **3 months**.

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

##### a) FOR Indigenous Order:

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

##### b) For Import Order:

For arriving at the value of PBG to be submitted for Import Orders, the order value will be arrived at by adding estimated amount of Ocean Freight, Marine Insurance, Port Handling & Clearance Charges etc., Total Customs Duty and Inland Freight & Insurance including GST as applicable on the date of opening of price bid, to the FOB Price of the materials on order.

~~14.3 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, worked out as per above provisions, by the number of equipment ordered.~~

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

14.5 The PBG shall be in the same currency(ies) in which supply order has been issued.

14.6 The PBG(s) shall remain valid till 3 months after the completion of 30 months warranty period from the date of receipt & acceptance of the material at consignee store.

14.7 The release of the Performance Bank Guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipments/items during 24 months/6000 working hours from the date of fitment or 30 months from the date of receipt & acceptance of the material at consignee store, whichever is earlier and fulfillment of contractual obligations failing which, action for further

Tender Ref. No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 Dt.10.12.2020  
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.

**14.8 No payment shall be released without submission of the Performance Bank Guarantee.**

14.9 The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

<b>Name of Beneficiary &amp; other details</b>	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No.	10106155123
	Customer-ID of Beneficiary	80288731402
	Department	MM Dept.
<b>Beneficiary Bank Branch Address</b>	State Bank of India SME Branch Doranda, Ranchi- 834002	
<b>IFSC Code</b>	SBIN0009620	

**15. Deemed Exports**

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

**16. Pre-dispatch Inspection:** Not Applicable

*(For more details, refer Section VI of NIT – Technical Specifications & other technical terms & conditions)*

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

**18.** Notwithstanding anything said above CCL reserve the right to follow any guideline or instructions received from the government or any statutory body from time to time.

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

**SECTION – V**  
**SCHEDULE OF REQUIREMENT (SOR)**

**SCHEDULE OF REQUIREMENT (SOR)**

Sl. No.	Specification Parameter	Quantity
1.	<p><b>ENGINE ASSEMBLY</b> Model - Komatsu SAA6D170E-5 suitable for Komatsu make 60T Dump Truck model HD465-7E0</p> <p><b><u>TECHNICAL SPECIFICATION:</u></b> Type4-Cycle, Water cooled, in Line 6- Cylinder, direct injection with Turbo Charger and After Cooler. Bore &amp; Stroke (mm)- 170X170, Displacement - 23.15 L (23, 150cc), Rated Output- 533KW/2000rpm (715hp/ 2000rpm), Maximum Torque-3324Nm/1400rpm (339kg/1400rpm).</p> <p><b>Part Number-624E-B0-NI 13I</b></p> <p><b><u>SCOPE OF SUPPLY:</u></b> Complete New Engine Assembly Model: Komatsu SAA6D170E-5 suitable for Komatsu make 60T Dump Truck model HD465-7E0. <b>Note:</b> Engine should be mounted with: a) SELF STARTER-24 V, 7.5 KW, Qty.-02 Nos. b) CHARGING ALTERNATOR-24 V, 90 A, Qty.-01 No.</p>	<b>03 (Three) Nos.</b>
2	<p><b>TRANSMISSION ASSEMBLY</b></p> <p><b><u>TECHNICAL SPECIFICATION:</u></b> Model - HD465-7E0, Torque Planetary gear, Fully Automatic, Electrically-Hydraulically actuated, Force Feed Pump, No. of speeds- F7/R1, Suitable for HD465-7E0 Dump Truck.</p> <p><b>Part Number- 569-15-71001I</b></p> <p><b><u>SCOPE OF SUPPLY:</u></b> Complete new Transmission Assembly suitable for Komatsu make 60 T Dump Truck model HD465-7E0.</p>	<b>02 (Two) Nos.</b>
3	<p><b>TORQUE-CONVERTOR ASSEMBLY</b></p> <p><b><u>TECHNICAL SPECIFICATION:</u></b> Model - HD465-7E0: 3-element, 1-stage, 2-phase hydraulically actuated, wet type, multiple disk-clutch, Suitable for Komatsu make 60T Dump Truck Model- HD465-7E0.</p> <p><b>Part Number- 569-13-71000I</b></p> <p><b><u>SCOPE OF SUPPLY:</u></b> Complete new Torque- convertor Assembly suitable for Komatsu make 60T Dump Truck Model HD465-7E0.</p>	<b>02 (Two) Nos.</b>
4.	<p><b>Delivery Schedule:</b> The supply is to be completed within 6 (six) months from the date of issue of order/date of opening of letter of credit as the case may be. However, early supply shall be appreciated.</p> <p><b>Delivery Terms:</b> On FOR Destination Basis.</p>	
5.	<p><b>Consignee:</b> Depot Officer, Central Stores, Barkakana, CCL, Dist.: Ramgarh (Jharkhand).</p>	

**Note:**

**No material shall be supplied beyond the specific delivery period unless amendment for the extension for delivery period is obtained from the purchaser, i.e. CCL** (Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores). However, early delivery will be preferred. The delivery shall be on FOR destination basis. Safe arrival of materials up to destination shall be the responsibility of the supplier.

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

**SECTION – VI**  
**TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**

Sl. No.	Item Description	Technical Specification/ Scope of Supply	Required Quantity
1	<b>Engine Assembly</b> Model - Komatsu SAA6D170E-5 suitable for Komatsu make 60T Dump Truck model HD465-7E0	<p><b><u>TECHNICAL SPECIFICATION:</u></b> Type4-Cycle, Water cooled, in Line 6- Cylinder, direct injection with Turbo Charger and After Cooler. Bore &amp; Stroke (mm)- 170X170, Displacement - 23.15 L (23, 150cc), Rated Output- 533KW/2000rpm (715hp/2000rpm), Maximum Torque-3324Nm/1400rpm (339kg/1400rpm). <b>Part Number-624E-B0-NI 13I</b></p> <p><b><u>SCOPE OF SUPPLY:</u></b> Complete New Engine Assembly Model: Komatsu SAA6D170E-5 suitable for Komatsu make 60T Dump Truck model HD465-7E0. <b>Note:</b> Engine should be mounted with: a) SELF STARTER-24 V, 7.5 KW, Qty.-02 Nos. b) CHARGING ALTERNATOR-24 V, 90 A, Qty-01 No.</p>	<b>03 Nos.</b>
2	<b>Transmission Assembly</b>	<p><b><u>TECHNICAL SPECIFICATION:</u></b> Model - HD465-7E0, Torque Planetary gear, Fully Automatic, Electrically- Hydraulically actuated, Force Feed Pump, No. of speeds- F7/R1, Suitable for HD465-7E0 Dump Truck. <b>Part Number- 569-15-71001I</b></p> <p><b><u>SCOPE OF SUPPLY:</u></b> Complete new Transmission Assembly suitable for Komatsu make 60 T Dump Truck model HD465-7E0.</p>	<b>02 Nos.</b>
3	<b>Torque-Convertor Assembly</b>	<p><b><u>TECHNICAL SPECIFICATION:</u></b> Model - HD465-7E0: 3-element, 1-stage, 2-phase hydraulically actuated, wet type, multiple disk-clutch, Suitable for Komatsu make 60T Dump Truck Model-HD465-7E0. <b>Part Number- 569-13-71000I</b></p> <p><b><u>SCOPE OF SUPPLY:</u></b> Complete new Torque- convertor Assembly suitable for Komatsu make 60T Dump Truck Model HD465-7E0.</p>	<b>02 Nos.</b>

**OTHER TECHNICAL TERMS & CONDITIONS:****(1) Guarantee/Warranty Parameters:**

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

**(2) Warranty Replacement:**

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

**(3) Fitment Guarantee:**

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

**(4) Delivery Schedule:**

The supply is to be completed within 6 (six) months from the date of issue of order/date of opening of letter of credit as the case may be. However, early supply shall be appreciated.

**(5) Identification Marks:**

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

**(6) Inspection:**

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

**(7) After Sales & Service:**

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

**(8) Consignee Particulars:**

Depot Officer, Central Stores, Barkakana, CCL, Dist.: Ramgarh (Jharkhand).

**(9) Test Certificate:** The manufacturer/supplier to furnish test certificate along with the supplied Unit/Engine.

**(10) Performance Bank Guarantee:** Applicable till warranty period.

**SECTION – VII**  
**SAMPLE FORMS**  
**(Including Letter of Bid)**

**Letter of Bid (LOB)**

**LETTER HEAD OF THE BIDDER**

To,  
**M/s. Central Coalfields Limited,**  
Darbhanga House,  
Dist.: Ranchi, Jharkhand-834001

**Sub: Tender Ref. No.:** CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21  
**Tender ID:** 2020\_CCL\_189676\_1

Dear Sirs,

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

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

Signature: -----

Name: -----

Designation: -----

Seal of the Firm: -----

E-mail ID: ----- Contact No.: -----

Duly authorized to sign bid 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 Power of Attorney or authorization on non-judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

**Format for Authorisation to DSC holder bidding online on behalf of Bidder**

NON-JUDICIAL STAMP PAPER OF Rs. 100/-

**I/We** do hereby authorise M/s./Mr./.....(Name of DSC Holder) Address ..... for online bidding on behalf of me/us, using his/her DSC for the e-tenders invited by Central Coalfields Limited, Ranchi on [www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in).

Signature/Seal of the DSC Holder Authorised for online bidding on behalf of the bidder.		Signature & Seal of the bidder Signing LOB, Authorising the DSC Holder for online bidding.
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**Signature & Seal of the  
PUBLIC NOTARY**

**Manufacturer's Authorisation Form**  
**FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF  
INDIGENOUS/FOREIGN MANUFACTURERS**

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

To,  
**The General Manager (MM)/HOD,**  
Central Coalfields Limited,  
Darbhanga House, Ranchi

Dear Sir,

Against the Tender Ref. No. **CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21**, we hereby authorize M/s. \_\_\_\_\_ to participate in the tender and submit the offer and enter into contract/Supply order, on our behalf. This authorization is valid till the successful completion of supplies against this tender.

We confirm/undertake that:

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

OR

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

**Validity** of this authorization: \_\_\_\_\_

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

Signature of Authorised Signatory of Principal Manufacturer

(Name)

(Designation)

E-mail Id:

Date:

Seal of the firm

**Signature & Seal of the PUBLIC NOTARY**

**Self-Declaration by the Bidder**  
**(In case bidder is an Authorised Indian Agent of the Indigenous/Foreign Manufacturer)**

**(On Authorised Agent's Letter Head)**

Ref: .....

Date: .....

To,  
**The General Manager (MM)/HOD,**  
Central Coalfields Limited,  
Darbhanga House, Ranchi

Dear Sir,

**Sub: Tender No. CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21**

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

1. The above mentioned manufacturer is not participating in this tender enquiry.
2. We are not submitting a bid on behalf of another manufacturer in the same tender for the same item/product.
3. That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations.
4. That we will be responsible for providing the required after sale service.
5. That we have been in existence for at least 3 years as on the date of tender opening. We have uploaded scanned & notarized copies of details in respect of our organization along with the copies of document(s) like certificate of incorporation/registration etc. along with the offer.
6. That we have uploaded tender specific authorization from the Principal bearing tender no. and date, pre-dated (from the tender opening and its validity corresponds to the delivery period stipulated in the Tender Enquiry) and is properly signed containing including all the specific confirmations required as per the format and terms of the NIT.
7. That we have uploaded self-attested & notarized copies of the Manufacturing credentials of the Principal to establish that the principal is the manufacturer of the offered item(s).

In addition to the above Indian Agents submitting offer on behalf of Foreign Manufacturers to certify the following:

8. That we will submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement.
9. 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;

10. That we will produce Principal's/manufacturer'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;
11. That we will 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.)*

Date:

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

Seal of the Firm/Company (Authorised Agent)

**Self-Certificate for Provenness****Tender No. CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21**

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

Details of supply order submitted in the tender towards provenness are tabulated below:

Sl. No.	Item Description	Purchase Order/Rate Contract issued by	Purchase Order/Rate Contract No.	Purchase Order/Rate Contract Date (in DD/MM/YYYY Format)	Date of Supply (in DD/MM/YYYY Format)

Date:

Signature of the Tenderer

Seal of the Firm

**Lowest Price Certificate**

We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/Undertakings/Other Organizations.

We also certify that the quoted rates are not higher than rates quoted/prices charged by us for same items to other Customers.

Date:

Signature of the Tenderer

Seal of the Firm

**Price Fall Certificate**

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

**We also accept that**

- i We have submitted a copy of the last (latest) purchase order for the similar/ordered item(s) received from any Organization/Ministry/Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- ii We will inform the purchaser of offer to supply/supply of the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- iii We will submit a certificate along with the bill(s) that we have not offered to supply/supplied the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.”

Date:

Signature of the Tenderer

Seal of the Firm

**Quality Certificate**

“We certify that there has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings/Other organizations.”

Date:

Signature of the Tenderer

Seal of the Firm

**Fitment Certificate**

“We certify that the supplied unit will fit & function on the equipment without any modification (addition/deletion).”

Date:

Signature of Tenderer

Seal of the Firm

**No Deviation Certificate**

“We declare that there is no deviation from the NIT terms and conditions in the offer submitted by us.”

Date:

Signature of the Tenderer

Seal of the Firm

**Proforma for Equipment and Quality Control**

~~Reference: Central Coalfields Limited Tender No. CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21 for Procurement of Engine, Transmission & Torque Converter suitable for Komatsu 60T Dumper Model HD465-7E0.~~

- ~~1. Name and Address of the Firm~~
- ~~2. (a) Telephone No. office/factory/works  
(b) Fax No./E-mail ID~~
- ~~3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).~~
- ~~4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)~~
- ~~5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.~~
- ~~6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.~~
- ~~7. Process Flow Chart for the whole manufacturing process of the tendered item.~~
- ~~8. Details and stocks of raw materials held.~~
- ~~9. Production capacity of items quoted for with the existing plants and machinery  
(a) Normal  
(b) Maximum~~
- ~~10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.~~
- ~~11. (a) Details of technical supervisory staff in charge of production and quality control.  
(b) Skilled labour employed.  
(c) Unskilled labour employed  
(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.~~
- ~~12. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.~~

.....

(Signature of Tenderer)

~~NB: Details against Sl. no. 5 to 12 need be restricted to the extent they pertain to the items under reference.~~

**Declaration Regarding Non-Banning/De-listing**

“We have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.”

Date:

Signature of the Tenderer

Seal of the Firm

**Note:** If a bidder has been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

**Technical Support & Services Certificate**

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

~~Date:~~

~~Signature of the Tenderer~~

~~Seal of the Firm~~

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

<b>Sl. No.</b>	<b>Item No.</b>	<b>Description of Item</b>	<b>HSN Code</b>	<b>Type of GST</b>	<b>Rate of GST (%)</b>

Date:

Signature of the Tenderer

Seal of the Firm

**Security Deposit Bank Guarantee Format**

**(On a non-judicial stamp paper)**

**M/s. Central Coalfields Limited,**  
Darbhanga House,  
Dist.: Ranchi, Jharkhand – 834001

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

Messer's ..... a Company/Firm having its office at No..... hereinafter called the Contractor has entered into an agreement dated..... (hereinafter called 'the said agreement') with Central Coalfields Limited, Ranchi hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

It has been agreed that..... (.....percent) payment of the value of theStores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing tothe company a bank guarantee for the sum of Rs.....as security for due repayment of thesaid sum in terms of the said agreement, and also interest as therein provided.

The..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

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

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

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

respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company out of the said advance of Rs..... and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the .....day of .....and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

**Name of the Bank:** State Bank of India  
**Branch:** SME Branch, Doranda, Ranchi  
**IFSC:** SBIN0009620  
**A/c No.:** 10106155123  
**Customer ID:** 80288731402

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

Place.....

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

**Performance Bank Guarantee Format**

**(On a non-judicial stamp paper)**

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

Messer's ..... a Company/Firm having its office at No..... hereinafter called the Contractor has entered into an agreement dated..... (hereinafter called 'the said agreement') with Central Coalfields Limited, Ranchi hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

It has been agreed that..... (.....percent) payment of the value of the Stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs.....as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

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

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

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

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the .....day of .....and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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**Name of the Bank:** State Bank of India

**Branch:** SME Branch, Doranda, Ranchi

**IFSC:** SBIN0009620

**A/c No.:** 10106155123

**Customer ID:** 80288731402

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

Place.....

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

**PRE-CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of.....20..., between, on one hand, Coal India Limited/Subsidiary Cos. Acting through Shri ....., Designation of the officer, (hereinafter called the "BUYER/Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (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 I - Commitments of the Principal**

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. *The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-XVI(a) 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 a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify, the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage, the exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8 - Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by central Vigilance commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/contractors as confidential. He/she reports to the CMD, Central Coalfields Limited.

(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 CMD, Central Coalfields Limited and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner refrain from action or tolerate action.

(7) The Monitor will submit a written report to the CMD, Central Coalfields Limited 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 CMD, Central Coalfields Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, Central Coalfields Limited has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have regally signed it. It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

**Section 12 - Law and Place of Jurisdiction**

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

**Section 13 - Other Legal Actions**

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Guidelines for Indian Agents for Foreign supplier**

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization; signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation/registration etc. along with the offer. 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 authorised Indian Agent can quote but both are not allowed to participate/quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. 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 exciding 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.

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.

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

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

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

**Now therefore the following Order is issued:**

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

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

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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- 2 -

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

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

'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.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

**3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

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

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- 3 -

### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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- 4 -

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**  
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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- 5 -

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - 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. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- 6 -

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- 7 -

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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- 8 -

**13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

**15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

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


**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

**18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)  
Director

Tel: 23063211

[rajesh.gupta66@gov.in](mailto:rajesh.gupta66@gov.in)

**Verification of Local Content against  
Public Procurement (Preference to Make in India) Order, 2017 – Revision**

**LETTER HEAD OF THE BIDDER**

**Tender No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21**

We hereby confirm in respect of quoted item(s) that amount of value added in India [which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties)] as a proportion of the total value is equal to \_\_\_\_\_% (**mention the percentage of local content in the offered items**) & meets the local content requirement for ‘Class-I local supplier’/‘Class-II local supplier’ (**strike out whichever is not applicable**) prescribed under Public Procurement (Preference to Make in India) Order, 2017- Revision, Dated 16<sup>th</sup>September, 2020.

Also, we hereby confirm that we are not serving debarment from any procuring entity for violation of this order at the time of tendering.

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

- 1.....
- 2.....
- 3.....

**Date:**

**(Seal & Signature of the Bidder)**

**Self-Certificate**  
**(In case bidder is a Startup Entity)**

We hereby certify that our entity:

- 1) has not been incorporated for more than 10 years,
- 2) is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation,
- 3) has not formed the entity by splitting up or reconstruction of a business already in existence and
- 4) Our annual turnover has not exceeding INR 100 Crore in any preceding financial year.

Date:

Signature of the Bidder

Seal of the firm

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division


161, North Block,  
New Delhi  
23rd July, 2020

**Office Memorandum**

**Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

*Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, no procurement shall be made in violation of such restrictions.*

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js\\_pfc2\\_doe@gov.in](mailto:js_pfc2_doe@gov.in)  
Telephone: 011-23093882

To,  
(1) Secretaries of All Ministries/ Departments of Government of India  
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

*Y/ia*

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block,  
New Delhi  
23rd July, 2020

**Order (Public Procurement No. 1)**

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

**Requirement of registration**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

**Transitional cases**

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

2/12  
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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
  - a. to all Autonomous Bodies;
  - b. to public sector banks and public sector financial institutions; and
  - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

3/12

- 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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the 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;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4/12

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

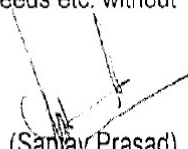
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/12

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

  
(Sanjay Prasad)

Joint Secretary (PPD)

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Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

6/12

### Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by **State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

7/12

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

8/12

## Annex II: Special Cases

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12

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

**Tender No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21**

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

**OR**

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

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

Date:

Signature of the Bidder

Seal of the firm

**N.B.:**

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

**GST Details and Details of Quoted Items**

1	GST REGISTRATION/EXEMPTION CERTIFICATE & GSTIN (Notarized and Documents as per NIT Clause as applicable) Applicable only for Indian Bidder	(i) GST REGISTRATION/EXEMPTION CERTIFICATE *Uploaded/Not uploaded  (ii) GSTIN: .....  (iii) Type of GST: .....
2a	Details of location of works (Complete address and Phone nos.)	
2b	Details of location from where the materials are supplied. (Complete address and Phone nos.)	
2c	Country of Origin of the offered materials.	
2d	Details of locations from where After Sales Service is provided. <b>If applicable.</b> (Complete address and Phone nos.)	
3a	MSEs to provide UAM (Udyog Aadhar Memorandum) (All pages of UAM to be uploaded by the MSE bidder) ( <b><u>Mandatory to avail benefits as per Public Procurement Policy of MSE's Order, 2012</u></b> )	
3b	MSEs to indicate whether eligible for the special provisions as per Public Procurement Policy for (MSEs) owned by Women/SC/ST entrepreneurs.	
4	If any other charges, taxes, cess is quoted in BOQ, the details of the same may be given.	
5	RXIL TReDS platform registration details, if any ( <b>For MSME bidders only which registered on TReDS platform through RXIL</b> )	

Date:

Signature of the Bidder

Seal of the firm

**Deleted**

**MANDATE FORM**

**(Format for Bank Details for Electronic Payment)**

To,  
**The General Manager (MM)/HOD,**  
Materials Management Department,  
Central Coalfields Limited HQ,  
Darbhanga House, Ranchi  
Dist.: Ranchi, Jharkhand-834001

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

Dear Sir,

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

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

(AUTHORISED SIGNATORY)

Name:

(Official Stamp)

Date: (.....)

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

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

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

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

(AUTHORISED SIGNATORY)

Name

Official stamp

Date: (.....)

**BANK CERTIFICATION**

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

(Authorised signatory)

Authorisation No.:

Name:

Official Stamp:

Date: (.....)

Signature of the Authorised Official of the Bank

**LETTER HEAD OF THE BIDDER**

**BID SECURITY DECLARATION**

**Tender No.: CCL/MMD/CM(MM)/Engine TTC Komatsu/070/2020-21**

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

Date:

Signature of the Tenderer

Seal of the Firm