Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: **Koyla Bhawan, Koyla Nagar Dhanbad, Jharkhand-826005** CIN :U10101JH1972GOI000918		**Office of The General Manager** **Lodna Area (Area X) , Post - Bhaga-828301 , DHANBAD (Jharkhand)** Website: www.bcclweb.in

Under jurisdiction of Dhanbad Court and Jharkhand High Court

Ref. No.: BCCL/LA/PUR/OTE/21-22/69 **Date: 19.11.2021**

Notice Inviting Tender (NIT)

Open Tender Enquiry (Domestic) (OTE)

Section I) - Invitation for Bids (IFB)

a) Mode of Tender Tenders to be submitted as specified in	**'IV. METHODOLOGY OF SUBMISSION OF TENDER'**
b) Type of Tender	**TWO BID**
c) Estimated Value of Tender	**Rs 152184.60/- (approx.)**
d) Earnest Money Deposit	**Rs. NIL**
TIME SCHED ULE OF TENDER	
Due date and time for submission of bids	**10.12.2021 at 11:00 AM**
Due date and time for opening of bids	**10.12.2021 at 11:30 AM**

ELIGIBLE FOR PARTICIPATION BY ANY PROSPECTIVE BIDDERS

A. Sealed bids are invited only from the proven firm or a firm exclusively authorized by the proven firm to quote against this tender for supply (**refer 'Proven-ness Criteria' clause in Section-II**) of items as per the **scope of supply/schedule of requirement(Section V)** and **technical specifications(Section-VI)** indicated and as per the terms and conditions given here under.

B. DETAILS OF TENDER

Tech. Specs/Schedule of Requirement and Scope of Supply as per Section V&VI

Procurement of

Sl.No	Item description	Part No.	U.O.M	QTY	Estimated Value of Tender (INR)
1.	Hose As 1357902		No	02	Rs 152184.60/-
2.	Hose 1357904		No	02	
3.	Hose Assy 1388520		No	02	
4.	Hose 1388533		No	02	
5.	Hose 1389747		No	02	

Code of Integrity for Public Procurement (CIPP): CIL, its subsidiaries as well as bidders, contractors, suppliers and consultants under contract with CIL or its subsidiaries shall observe the highest standard of ethics during the procurement and/or execution of such contracts.

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

I. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

II. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;

III. "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

IV. "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

V. "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

VI. "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

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

Section II) – Instruction to Bidders (ITB)

A. Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry.
B. In case no offers are received, tender will be cancelled.
C. Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.
D. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and / or opening of tender without assigning any reason thereof.
E. 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.

A. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and BCCL will in no case be responsible and liable for those costs.

B. Eligibility of Bidders I.

Qualification

Criteria

~~1) **For Equipment:** The bidder should be in a position to offer and supply in specified delivery period at least 50% of the total quantity /number for which the bids have been invited.~~

~~2)~~ **For other items:** The bidder should be in a position to offer and supply in specific delivery period at least 25% of the total quantity for which the bid has been invited.

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

II. ELIGIBILITY CRITERIA

Only proven manufacturers or their Authorized Dealers/Distributors/Agents (whenever manufacturer is not quoting directly as a matter of policy) or Previous Suppliers (of Govt. Departments or PSUs including CIL or its Subsidiaries) are eligible to quote. Manufacturers will have to submit a copy of their Manufacturing License/ Certificate/ complete Photo copy of registration with NSIC/ DGS&D/ SSI/ DIC/ Registrar of Companies/ ISO Certificate etc. With the list of items attached along with the offer, duly self - authenticated with Company's seal and duly notarized. Authorized Dealers/ Distributors/ Agents will submit specific authorization from the manufacturer to quote against the tender (giving tender No. in authorization letter) along with copy of principal's manufacturing license/ Certificate/ c ompl e t e Photocopy of registration with NSIC/ DGS&D/ SSI/ DIC/ Registrar of

Companies/ ISO Certificate etc., with the list of items attached, duly self-authenticated with Company's seal and duly notarized. Photocopy of complete and valid BIS License/ DGMS approval, wherever required, with the list of items attached should be enclosed, duly notarized.

III. PROVENNESS CRITERIA: - Procurement against present tender shall be made for proven products. Provenness criteria shall be as follows:

Proven means those'eligible manufacturers' or 'the firms (agents or dealers or distributors) exclusively authorized by the proven manufacturer' or Previous Suppliers (of Govt. Departments or PSUs including CIL or its Subsidiaries) [refer to (B) above], who have supplied the tendered items/similar items of same/higher specifications/ratings, etc. during the last 5 years from the date of tender opening to end users against regular(Firm) order (Not trial order) placed by CIL and/or its Subsidiaries H.Q/Area H.Q and/or by mining industry/other industry (Private or Government / PSU – Indigenous or Global) and their performance found satisfactory. For this purpose, the firm should submit authenticated (self-attested) copy of such purchase orders received by them.

Trial orders placed by BCCL HQ may also be considered if the firm obtains proven status on performance basis against such trial orders.

The performance of supplied item must have been found satisfactory for at-least one year (completion of one year must be before opening of this tender) from the date of installation/supply. For this, the bidders will submit copy of performance certificate from the end-user.

Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a **Self-Certificate** in the following format:

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

Note:

1. The bidder must submit documentary evidence (i.e. authenticated copy of such contracts/purchase orders received by them & their satisfactory performance as above.
2. The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if it is subsequently found to be misleading/ false/ forged.
3. However, the Purchaser reserves the right to obtain the performance directly from the end user of the item/ product.

If the bidder fails to submit documentary evidence as mentioned above, the bid may be considered as nonresponsive and is likely to be rejected.

C. Relaxation from above Proven-ness criteria (for Prior Experience / Turnover) for Startup and Micro & Small Enterprises (MSEs):

As per Provision of Policy Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India, prior experience and turnover criteria is not applicable for Start-ups & MSEs bidders in respect of either of the following situation and no further documents regarding proven-ness will be required to be submitted by these category of bidders:

a) If bidder submits documents to prove the Start-up/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., BCCL If needed, may access the techno-commercial capability of such bidders to manufacture and deliver goods as per the prescribed quality and technical specification before awarding the contract. For this purpose MSE/Start-up should submit the required details as per 'PROFORMA FOR EQUIPMENT AND QUALITY CONTROL' (***Annexure-A11***).

b) If favorable technical capability reports obtained earlier on such firms for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

   In case there is deficiency in technical capability of the firm, the same will be communicated, clearly indicating that the offer cannot be considered for relaxation against the tender. It will be bidder's responsibility to make suitable improvements in the quality of their product for future tenders. The issues related to technical capability are to be decided by the Head of Technical Department.

c) If bidder submits documents to prove the Start-up/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 on them.

OR

- Rate Contract as issued by CIL/any other subsidiary for the quoted items on them.

OR

- A valid DGMS approval certificate for the quoted items on them.

OR

- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

The Document(s)/Certificate(s), by the bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such Document/Certificate valid as on date of supply duly notarized, must accompany their bill(s).

Note:

i. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.

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

Meaning of the term an "Entity"

- Private Limited Company (under the Companies Act, 2013) or a
- Registered Partnership Firm (under The Indian Partnership Act, 1932) or a
- Limited Liability Partnership (under The Limited Liability Partnership Act, 2008)

FOLLOWING DOCUMENTS TO BE SUBMITTED BY MSEs /STARTUPS FOR PROOF OF ESTABLISING THE QUALITY ASSURANCE AND TECHNICAL CAPABILITY IN SUPPORT OF THEIR OFFER FOR THE TENDERED/QUOTED ITEM (S):

i) Certificate towards quality assurance & capability from some authority like MSME, NSIC etc. for the quoted items.

OR

ii) Any favourable technical capability reports given earlier to bidder for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

OR

iii) If bidders have submitted documents to prove Start-up/MSE status for the tendered items and whose products are ISI marked / DGMS approved / Current holding Rate Contract with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or Subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL.

They will be required to submit the applicable related documents duly notarized for relaxation.

* Valid BIS Marking License for the quoted items on them OR
* Rate Contracts issued by CIL/Any other subsidiary of CIL for the quoted items on them OR * Valid DGMS approval certificate for the quoted items on them OR
* Proven ancillary certificates issued by subsidiary companies for the quoted items on them

The documents /certificate(S) submitted by the bidder for ISI marking & DGMS approval for any relaxation should be valid as on date for tender opening and a copy of such documents(S)/certificate(S), valid as on date of supply duly notarized must accompany their bill(s).

Following documents to be submitted by MSEs /Startups for proof of being MSEs/Startup:

A. MSEs bidders have to submit valid documentary evidence (Like UAM, EM Part-II by DIC etc.) for tendered/quoted item(s) as per definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.

OR

B. Start-up bidders have to submit valid documentary evidence (like start-up recognition documents/start-up certificate etc.) for tendered/quoted item(s) as per definition & Eligibility of Start-up in line with OM vide letter no. F-20/2/2014 PPD(pt.) dt.25.07.2016 of under Secretary, GOI with subsequent amendments, if any.

Start-up bidders have to submit Incorporation/ Registration Certificate of company incorporation certificate (if applicable) and following start-up self-certificate:

Start-up self-certification

I certify that our entity

- *has not been incorporated for more than 10 years; and*
- *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; and*
- *has not formed the entity by splitting up or reconstruction of a business already in existence;*
- *Our annual turnover has not exceeding INR 100 Crore in any preceding financial year.*

SELF-CERTIFICATE –THE TENDERER SHALL ALSO SUBMIT SELF-CERTIFICATE TO THE FOLLOWING EXTENT ONLINE:

"THE ITEM COVERED IN THE SUPPLY ORDER COPIES ENCLOSED WITH OUR OFFER HAS BEEN FULLY EXECUTED WITHOUT ANY COMPLAINT ON ACCOUNT OF PERFORMANCE OF THE PRODUCTS."

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

D. Purchase Preference:

i. <u>Purchase Preference to MSE Enterprise</u>

- As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.
- '' 25% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price within the price 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, the supply shall be shared proportionately (to tendered qty.)
- Out of 25% of this quantity, 4% and 3% shall be procured from Micro & Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe (SC/ST) and women entrepreneurs respectively provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L-1 price this 4% and 3% requirement earmarked for Micro & small Enterprises owned by SC/ST and women entrepreneurs respectively shall be met from other Micro & Small Enterprises. MSEs would be treated as owned by SC/ ST entrepreneurs if:
  - In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - In case of partnership MSE, the SC/ ST partner(s) shall be holding at least 51 % shares in the unit.
  - In case of Public Limited Companies, at least 51 % share shall be held by SC/ ST entrepreneurs at any given point of time.

  The firm has to submit a copy of Entrepreneurs memorandum certificate i.e. EM -Part-2 issued by District Industries Centre to claim their status as ''MICRO'' & ''SMALL" Entrepreneurs. ''SC' & ''ST'' Entrepreneurs etc. has to submit necessary cast certificate issued by State Authorities.
- All Micro and small Enterprises (MSEs) who are having Udyog-aadhar memorandum should be Given all benefits available under Procurement Policy for MSEs Order 2012. The registration Acknowledgment/ copy for the same duly notarized to be uploaded along with the offer.
- 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 20% quantity shall be distributed among them at L-1 price.
- 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.

- 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.
- 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.

ii. <u>Purchase Preference to Ancillary Units</u>

- 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 20% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).
- 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.
- 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 20% quantity shall be distributed among them at L-1 price.

iii. <u>Purchase Preference to MAKE IN INDIA</u>

As per provision of Public Procurement (Preference to Make in India) order 2017 issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India Vide Order No. P-4502/12/2017-B.E. dated 15th June 2017, Purchase preference shall be given to local suppliers in all procurements in the manner specified as under: A. In the procurement of Goods which are divisible in nature:

i. If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1.

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

B. In the procurement of Goods which are not divisible in nature:

i. If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to the local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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

'**Local Supplier**' means a supplier whose product offered for procurement meets the local content as prescribed.

Minimum Local Content: For being eligible for purchase preference under this clause the minimum local content shall be 50%.

Margin of Purchase Preference: For being eligible for purchase preference under this clause the Margin of purchase preference shall be 20%.

Verification of local content:

i. The local supplier at the time of biding shall be required to provide self-certification that the items offered meets the minimum local content and shall give the details of the location(s) at which the local value addition is made.

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 the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

iii. False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of three years along with any other penal action as may be deemed fit including rejection of the offer, forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of Purchase Manual Coal India Limited 2020.

iv. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference for procurement for the duration of debarment. It will be the bidder's responsibility to provide self-certification, clearly stating that the bidder is not serving debarment from any procuring entity for the tendered item at the time of tendering.

Exemption of small purchases: Procurements where the estimated value to be procured is less than Rs 5 (Five) Lakhs shall be exempt from above.

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

E. Earnest Money Deposit (EMD)

1. The Value of Earnest money to be deposited by the tenderer shall be as indicated on the first page of this NIT document under 'Details of Tender'. For submission of EMD through DD, the

Demand Draft should be in favor of BHARAT COKING COAL LTD. payable at DHANBAD. The bidder has to deposit the original Demand Draft against EMD, which must be received in the office of the Area Manager(Purchase), Lodna Area along with the PART-I

2. In case of exemption of EMD, the self-attested copy of document in support of exemption will have to be submitted by the bidder during bid submission which will be verified along with bid documents. However, this option is to be enabled only in those cases where the exemption to EMD to some bidders is allowed as per NIT.

3. **Submission of EMD is exempted for a tender value up to Rs. 2 lakhs.**

4. EXEMPTION FROM SUBMISSION OF EMD:

Sl. No.	Category of bidders	Documents against exemption of EMD
1.	State / Central Government Organizations / PSU	Submit Self declaration
2.	NSIC registered Firms	Submit self-attested copy of Valid and Complete NSIC Registration certificate
3.	Ancillary Units of BCCL	Submit self-attested copy of Valid and complete Ancillary Status certificate
4.	Micro / Small Enterprises [MSE]	Valid Registration certificate by District Industries Centers or Khadi and village Industries Commission or khadi and village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or firms having Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME (self-certified). **This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.**
~~5.~~	~~Overseas OEM/OPM and their authorized agent / distributor / dealer in India.~~	~~Authorization from the Overseas OEM/OPM to quote for the tender.~~

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

In case of non-submission of the EMD or documentary evidence towards exemption of EMD as detailed above the tender shall be treated as non-responsive and will not be processed further.

F. Refund of Earnest Money Deposit

1. EMD furnished by all unsuccessful tenderers shall be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract.

2. The EMD of successful bidder and also foreign bidders will be refunded through e-payment for which the bidders will have to upload the Mandate Form with Bank details.

G. Forfeiture of Earnest Money Deposit

The EMD shall be forfeited:

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

2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -

a). Fails to sign the contract within 30 days from the date of notification of award; or

Fails to submit order acceptance within 30 days from the date of order; or

Refuses to accept/execute the contract

b). Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

H. Price bid (Format at Annexure-A12)

The price should be quoted in the specified format **available on-line,**showing Packing & Forwarding, Freight &Insurance Charges up to destination.

In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost.

Delivery is to be effected by Road Transport. The prices shall be quoted separately **item wise**.

Discount, if any, should be clearly spelt out in words and figures. **Conditional discount/Quantity Discount/Cash Discount will not be considered for tender evaluation purpose**. Discount to be given on basic price only.

In case FOR destination price is quoted and if offer is **SILENT** about Packing, Forwarding, Freight, Insurance & any other charges, the same shall be treated as **INCLUSIVE** in the price.

NOTE:

The Price-bid will be in item-wise/Item unit Rate format and the bidder may quote for any or all the tendered items. The Price bid of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

In case of Taxes and Duties like CGST, SGST/UT-GST or IGST the applicable rate of these duties in terms of %age is to be entered in the relevant fields.

The rate of CGST, SGST/UT-GST or IGST entered by the bidder in PRICE BID should be legally applicable rate of GST at the time of submission of bid.

If bidder is eligible for lower than the normal rate or bidder has opted for composition Scheme, then bidder has to submit the authenticated document towards such exemption & furnish the authentic documents along with certificate of practicing CA/CMA/CS clearly mentioned that Bidder is eligible to opt the composition/ any other scheme/exemption and fulfilled all the condition as mentioned in notification in this regard.

Bidder opted for composition scheme is not allowed to quote GST rate in Price Bid as Bidder opted for composition scheme is not entitled to claim GST from customer (BCCL) under section 10 of GST Act 2017. However, INPUT TAX CREDIT will not available to BCCL if bidder has opted composition scheme to deposit GST under section 10 of CGST Act, 2017.

Statutory Variation: If there is any statutory change in GST/SGST/UT-GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. In case of GST, the statutory variation in the rate of tax will be allowed till the delivery of the goods.

In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to BCCL 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 BCCL required to claim Input Tax Credit as per the GST Rules.

Delivery is to be effected on door delivery basis thus bidder will have to arrange the prescribe EWay bill at their end.

I. Bid Submission

The bidders must submit their offer i.e. PART – I and PART – II in sealed cover addressed to **AREA MANAGER (PURCHASE), REGIONAL STORE ,LODNA AREA , BHARAT COKING COAL LIMITED, PO- BHAGA, DIST. DHANBAD (JHARKHAND) - 828301, INDIA,** **super scribed with the name and address of the tenderer, tender number & date and time of opening of tender,** on or before the Bid submission end date and time.

The **PART–I** will contain all Techno-Commercial Terms and Conditions except **PRICE.**
The **PART-II** will contain only **PRICE BID**.(Format as per **Annexure-A12**)

Important Note:

All applicable Annexures are to be submitted by the tenderer after signing in each page along with seal of the company.

1. Any document (except printed leaflets and catalogues) submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.
2. The Company shall not be responsible for any delay on part of the bidder in submission of tender. In case the tender is not received within the aforesaid period, the bid will be out rightly rejected.
3. The Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

J. Letter of Bid (Annexure-A1)

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

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

K. Clarification of Bids / Shortfall / Confirmatory Documents

1. During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder vide email or by Post, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

2. 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).

3. 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 certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

4. For this purpose, maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration shall be given to the bidders to submit these clarifications / shortfall documents.

5. **No shortfall documents shall be asked for tenders valuing up to Rs. 20.00 lakhs.**

L. Evaluation of Bids

1. Techno-commercial acceptability of the offers is first determined and thereafter the financial bids of the techno-commercially acceptable offers are opened for further scrutiny and processing for placement of the order.

2. Comparative statement for commercial terms and condition i.e. Warranty, performance Bank Guarantee, LD clause, Delivery and all other documents as per NIT term and condition etc. will be prepared after opening of part-I containing techno-commercial Bid. The technical specification and

deviation there of will be brought and examined by HOD of the concerned Technical Department while carrying out the technical Scrutiny of the offers contained in Part-1

3. TC will recommend the names of techno-commercially acceptable bidders whose price bids will be considered for opening.
4. After Techno-commercial evaluation and shortlisting of techno-commercially qualified bidders, the PART-II containing price bids of shortlisted bidder only will be opened and comparative statement of prices will be prepared.
5. After opening of price bid of techno-commercially accepted bidder and preparation of comparative statement .TC (Tender Committee) will examine the price comparative statement on like to like basis. The Lowest evaluated responsive tenderer (L1) will be recommended for contract by the TC after ensuring the reasonableness of the prices

M. The following penalties shall be imposed on the defaulting bidders

- If L-1 bidder is a defaulter for part of/ all items for which he is L-1, 100% of EMD amount or Rs.20.00 lakh, whichever is lower, is to be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.
- In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice, failing which, his disqualification will be extended for another 1 year.

Note:

* The zone of applicability of penal provisions shall be TIA specific.

** The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

*** The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions under clause-6.13 of Purchase Manual Coal India Limited 2020.

N. Security Deposit (*If in Bank Guarantee, then as per* ***Appendix -I***)

1. The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
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 an 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.
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.

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 10% 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.

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. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

   If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's 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.

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.

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.

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.

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.

1. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.

12. The SDBG will be submitted Through Structured Financial Management System (SFMS).

O. Other Important Tender Terms

For indigenous supplies, the quotations should normally be invited on FOR Destination/ Free Delivery to Consignee basis with breakup of prices e.g. (i) Ex-works Price and (ii) Freight, Insurance, Packing & Forwarding Charges on lump sum basis. Excise Duty/Sales Tax/ VAT or GST will be payable extra, as applicable. The safe arrival of stores at destination shall be the responsibility of the supplier. In case of transportation of goods by road, it should be done through registered common carrier only.

P. Banned or Delisted or Debarred or 'Put on Holiday' Suppliers (*Annexure-A7*)

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

Q. Deviation (*Annexure-A9*)

Normally no deviation is acceptable to our Tender Documents. Terms and conditions which are in deviation are liable for rejection. No document presented by the bidder after due date and time of submission of the bid, shall be taken in to consideration unless specifically asked by BCCL. If a bidder offers a rebate unilaterally after due date and time of submission of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the bidder emerges as lowest evaluated bidder.

Any attempt by the bidders to camouflage the deviations by giving them in the covering letter or other documents than the prescribed schedules may render the bid non-responsive.

R. Elements of Prices and their Variations

1. **Duties/Taxes on Raw Materials**

The purchaser is not liable to any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of excise duty, custom duty, sales tax, etc. or GST on raw materials and / or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.

2. **INPUT TAX CREDIT**

BCCL IS ENTITLED TO AVAIL INPUT TAX CREDIT ON ACCOUNT OF CGST, SGST, IGST 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 BCCL TO INPUT TAX CREDIT.

i. Invoice issued by the supplier should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017

- name, address and GSTIN of the supplier;
- a serial number of Invoice (should not be hand-written)
- date of its issue;
- name, address and GSTIN or UIN;
- name and address of the recipient and the address of delivery, along with the name of State and its code;
- HSN code of goods or Accounting Code of services;
- Description and quantity of goods or services; • total value of supply of goods or services or both;
- taxable value of supply of goods or services or both taking into account discount or abatement, if any;
- rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
- place of supply along with the name of State, in case of a supply in the course of interState trade or commerce;
- address of delivery where the same is different from the place of supply;
- whether the tax is payable on reverse charge basis; and
- signature or digital signature of the supplier or his authorized representative.

ii. 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.

iii. Bidder has to submit a declaration on invoice or as separate Annexure along with that CGST, SGST or IGST as mentioned in Invoice has been deposited and Prescribed return has been uploaded on GST Portal as per the provision of GST Act and rules thereon.

iv. GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply of West Bengal is 19AAACB7934M2Z7. Kindly note that the abovementioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. In case Supply Contract is concluded on you, your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.

v. Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of BCCL in the common portal of GST**.**

vi. In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.

vii. If input tax credit claimed by BCCL is not admitted by tax authorities due to failure of bidder part in filling GSTP-I then loss to BCCL will be recovered from bidder dues or next Bill.

viii. Bidder is advised to pass on the benefit of Input Tax credit to BCCL as required under Section 171 of CGST act.

3. **TAXES & DUTIES**

Percentage / Specified amount of Taxes and duties should be clearly mentioned otherwise, BCCL reserves the right to reject such offers. Taxes and duties applicable on the date of Price-bid opening will be considered for calculating landed price for comparison /status purpose against this tender.

i. CGST and SGST: if bidder is having local office/warehouses in the state of supply and is having valid GSTIN number in that state, then CGST and SGST if applicable will be payable extra as per prevailing GST Act and Rules only in case of Intra state supply. Refund, credit, if any, obtained of CGST and SGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.

ii. IGST: if bidder is supplying goods from other than the state of supply and not having any office/warehouses in the state of supply then IGST if applicable will be payable extra as per prevailing GST Act and Rules only in case of Interstate supply. Refund, credit, if any, obtained of IGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.

iii. The legally applicable rate of TAX should be clearly mentioned in the commercial bid and the rate in the price bid.

iv. Delivery is to be effected on door delivery basis thus successful bidder will have to arrange the prescribe E-Way bill at their end.

S. Price Fall Clause

" 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.

i. The currency of contract will mean the period till completion of supply.

ii. The bidder will be asked 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 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."*

There shall be no Price Fall Clause for purchase value up to Rs.1.00 lakh.

T. Period of Validity of Bids

1. Offer of the firm must remain valid for a period of **120 (One hundred Twenty) days** from the date of opening of tender. Once the order is placed on the tenderer within the validity period / extended validity period of the offer, the price(s) quoted in their offer shall remain FIRM throughout the entire period of operation of the contract.

2. A bid valid for a period shorter than called for is liable to be rejected by the purchaser.

U. 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:

1. they have controlling partner (s) in common; or
2. they receive or have received any direct or indirect subsidy / financial stake from any of them; or
3. they have the same legal representative / agent for purposes of this bid; or
4. 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
5. bidder participates in more than one bid in the bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / subassembly / assemblies from one bidding manufacturer in more than one bid.
6. in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:
   i. The principal manufacturer directly or through one Indian agent on his behalf; and
   ii. Indian/foreign agent on behalf of only one principal.
7. 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;
8. 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.

V. Distribution of the Quantity

In case the L1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L1 price (landed) shall be counter offered to L2 tenderer and after their acceptance L2 tenderer shall be booked for their offered capacity. Similar process of counter offering L1 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.

W. PRICES

Price Bid shall be submitted in a separate cover along with the technical bid in their offer submitted by the bidder.. For the bidders from India, price quoted should be **FIRM & on FOR DESTINATION** basis, for delivery up to any **RegionaL Store , Lodna Area –X , Post- Bhaga -828301 , BCCL**. The prices should be quoted in the specified format available on-line.

The price bids of techno-commercially qualified tenderers shall only be considered for evaluation. Safe arrival of materials up to destination shall be the responsibility of the supplier.

X. Delivery Period

I. As specified in Scheduled of Requirement (SOR) section V) of the NIT.

II. Delivery period will be counted from the date of placement of supply order.

III. Date of delivery will be the date on which the ordered goods are delivered at consignee's premises.

Y. Payment Terms

100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.

Z. Special Conditions

i) To follow the guidelines issued or to be issued by Govt. of India from time to time for giving purchase preference for production and services to PSUs and / or

ii) Notwithstanding anything said above BCCL reserve the right to follow any guideline or instructions received from the government or any statutory body from time to time.

AA. Other Commercial Information (*Annexure-A2*)

Other Commercial Information Sheet in is to be downloaded from bidding portal and submitted by the bidder along with its technical Bid. after fulfilling the required details. This annexure shall contain a single sheet and bidders must fill the relevant information in the said sheet before Submiting the same (to be submitted in Part-I).

BB. Any document (except printed leaflets and catalogues) uploaded by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.

CC. JURISDICTION

Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad / Jharkhand High Court, (INDIA).

DD. RIGHT TO INFORMATION ACT

Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.

"Information relating to procurement made by public authorities including publication of notice/ tender enquiries, corrigenda thereon, and details of bid awards detailing the name of the Vendor/ Contractor of goods/ services being procured or the works contracts entered or any such combination of these and the rate and total amount at which such procurement or works contract is to be done should be disclosed.
All information disclosable as per Ministry of Finance, Department of Expenditure's O.M. No 10/ 1/2011-PPC dated 30th November, 2011 (and Sth March 2012) on Mandatory Publication of Tender Enquiries on the Central Public Procurement Portal and 0. M. No.10/3/2012-PPC dated 9th January 2014 on implementation of comprehensive end-to-end eprocurement should be disclosed under Section 4 of the Right to Information Act .... "

EE. Auditors' certificate for Imported Items

In case of imported stores other than direct import by Coal India Limited/Subsidiaries Companies, the firm should quote FOR destination price and the firm 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 the buyer, shall be submitted along with supplies/bills.

FF. INSPECTION AND TESTS

i. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii. The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

iii. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv. 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 representatives prior to the Goods shipment from the country of origin.

v. Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. **Final inspection shall, however, be carried out at the consignee's end.**

vi. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

GG. Award of Contract

I. After the decision to award the contract is taken with the approval of competent authority in concurrence with Finance, the purchaser shall issue the Purchase Order (PO) or 'Notification of Award' (NOA) within the validity of offer(s) notifying the successful tenderer in writing, by Registered/Speed Post, that its offer (briefly indicating therein relevant details like quantity, specification of the goods ordered, prices etc.) has been accepted. In the same communication, the successful tenderer is to be instructed to furnish the required Security Deposit, wherever applicable, within a specified period (15 days from the date of issue of PO/NOA).

II. In cases where NOA is issued, a formal contract is also required to be signed by the purchaser with the successful tenderer. In such cases, after issue of above notification, draft contract should be sent promptly to the successful tenderer asking them to check for inaccuracies etc. and send confirmation for signing the contract within next fifteen days. It should also be made known to the successful tenderer that in case, it does not sign the contract or does not furnish the required security deposit, if applicable, within the stipulated dates, such non-compliance will constitute sufficient ground for forfeiture of its EMD and processing the case for further action against it. In cases where PO is to be issued after NOA, it is to be ensured that the PO is issued after receipt of the required Security Deposit from the successful bidder.

Please go through the tender document carefully and upload your offer accordingly complete in all respects with supporting documents wherever asked for.

Yours faithfully,
For & On Behalf of Bharat Coking Coal Limited

General Manager (Lodna Area-X)

Section III) - General Conditions of Contract (GCC)

1. Definitions

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

a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;

b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the

Supplier is required to supply to the Purchaser under the Contract;

d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;

e) "GCC" means the Conditions of Contract contained in this section;

f) "SCC" means the Special Conditions of Contract;

g) "Purchaser" means the organization purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited; h) "Purchaser's country" is India;

i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;

j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;

k) "Year" means the Calendar Year.

l) "Chairman" means the Chairman of Coal India Limited.

m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.

n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.

o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.

p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.

q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.

r) "Stores" means the goods specified in the Supply Order or schedule which the supplier / contractor has agreed to supply under contract.

s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.

t) "Site" mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.

u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.

v) Words in singular include the plural and vice-versa.

w) Words denoting the masculine gender shall be taken to include the feminine gender.

x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.

z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.

aa) "Particulars" shall mean the following:

i. Specifications;
ii. Drawing;
iii. Sealed pattern denoting a pattern sealed and signed by the Inspector; iv. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
v. Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and / or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
vi. Proprietary make denoting the product of an individual manufacturer;
vii. Any other details governing the construction, manufacture and / or supply as existing in the contract.

bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Purchaser.

5. Patent Rights

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

6. Security Deposit

6.1. The successful tenderers will have to submit Security Deposit for the 10% 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 an RBI Scheduled Bank in purchaser's country (on a nonjudicial 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 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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.

6.11. 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.

6.12. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.

6.13. 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 an RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.~~

7.3. ~~The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.~~

7.4. ~~If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause- 7 above, by the number of equipment ordered for that particular item of the NIT.~~

7.5. ~~The PBG (s) shall remain valid till 3 months after the completion of warranty period.~~

7.6. ~~The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).~~

7.7. ~~The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment 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 fulfilment of contractual obligations including warranty obligations.~~

7.9. ~~The PBG will be submitted through Structured Financial Management System (SFMS).~~

8. Inspections and Tests

8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.

8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores / materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within
thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector / Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.

8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking

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

9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.

9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.

9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

9.5. Packing instructions: The Supplier will be required to make separate packages for each consignee.

Each package will be marked on three sides with proper paint with the following:

i. Project;

ii. Contract No;

iii. Country of origin of Goods;

iv. Supplier's name;

v. Packing list Reference Number;

vi. The gross weight, net weight and cubic measurement;

vii. Consignee Name and Address;

9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

10.1. The delivery period stipulated in the Contract / Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.

10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

10.3. For purposes of the Contract, "EXW", "FOB", "FCA", 'CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of *Incoterms* on the date of tender opening, published by the International Chamber of Commerce, Paris.

10.4. The details of shipping documents to be furnished by the Supplier are specified below: **~~a) For Imported Goods:~~**

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

~~i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;~~

~~ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;~~

~~iii. Packing list identifying contents of each package; iv. Manufacturer's/Supplier's warranty / guarantee certificate;~~

~~v. Manufacturer's Test & Inspection certificate;~~

~~vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country; vii. Documentary evidence of marine freight & marine insurance.~~

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

b) For Domestic Goods from within India:

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

i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;

ii. Railway receipt / Transporter's consignment note / acknowledgement of receipt of Goods from the consignee(s);

iii. Manufacturer's / Supplier's warranty / guarantee certificate; iv. Manufacturer's Test & Inspection certificate.

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

11. Insurance

11.1. Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

11.2. Where delivery of imported goods is required by the purchaser on CIF / CIP basis, the supplier shall arrange and pay for marine / air insurance, making the purchaser as the beneficiary. Where delivery is on FCA / FOB / CFR basis, marine / air insurance shall be the responsibility of the purchaser.

11.3. In case of domestic supplies on Free Delivery at site / 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. The tenderer shall give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance at consignee’s end whichever is earlier.

13.3. If the Supplier, having been notified, fails to remedy the defect(s) within stipulated period, 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.

14. Payment

14.1. As stipulated in the NIT and the resultant contracts.

14.2. **Payment for Indian Agency Commission**

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

~~A) Copy of foreign principal's invoice.~~

~~B) Copy of bill of lading.~~

~~C) Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).~~

~~D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept. of the subsidiary company, where the equipment has been deployed.~~

14.3. In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee I 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 I 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 I treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

15. Changes in Order

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

a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

b) the method of shipment or packing;

c) the place of delivery; and/or

d) the place of Services to be provided by the Supplier.

16. Contract Amendments

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

17. Assignment

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

18. Subcontracts

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

19. Delays in the Supplier's Performance

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

19.2. If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an amendment to the Contract / Purchase Order.

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

20. Liquidated Damages

20.1. In the event of failure to deliver or dispatch the equipment / stores within the stipulated date / period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment / stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment / stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment / stores at the risk and cost of the defaulting supplier and also,

(d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.

(e) To forfeit the security deposit fully or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

21. Termination for Default and breach of contract

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

(a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

(b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or

(c) If the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

21.2. For the purpose of this Clause:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

22. Force Majeure

22.1. Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

22.2. If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays / failures.

22.3. In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty-one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5. For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.

22.6. There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.

22.7. The contract shall be governed by the following Force Majeure Clause:

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

23. Termination for Insolvency

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

24. Termination for Convenience

24.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a) to have any portion completed and delivered at the Contract terms and prices; and / or

b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

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

26. Taxes and Duties

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

26.2. A Domestic Supplier shall be entirely responsible for all taxes, duties, licence fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

27. Limitation of Liabilities

27.1. Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised, any/ or from any other remote cause whatsoever.

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

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

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

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

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

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 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) shall also be applicable, if not specified otherwise in this Bid document.

31. Applicable Law

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

32. Jurisdiction of Courts

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

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

33. Notices

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

Purchaser:

Area Manager(purchase)/ (MM)

Regional Store , Lodna Area- X,

Post-Bhaga-828301

Bharat Coking Coal Limited

, Dhanbad, Jharkhand, India.

Supplier:

[-----------------------------

Fax No.: +91 ------------------------ Phone: +91 ---
---------------]

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

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

Section IV) - Special Conditions of Contract (SCC)

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

Clauses of GCC listed below include a possibility for variations in their provisions through SCC. There could be other clauses in sec as deemed fit.

Sl. No.	GCC Clause	Topic	SCC Provision

Section V) - Schedule of Requirements (SOR) & Section VI) – Technical Specifications

Procurement of

Sl.No	Item description	Part No.	U.O.M	QTY	Estimated Value of Tender (INR)
1.	Hose As 1357902		No	02	Rs 152184.60/-
2.	Hose 1357904		No	02	
3.	Hose Assy 1388520		No	02	
4.	Hose 1388533		No	02	
5.	Hose 1389747		No	02	

Delivery Schedule: - To be completed within 30 days from the date of issue of formal Order, communicated by Area Manager (E&M/Safety/Excavation) and the date of receipt of materials at our stores (Regional Store, Lodna Area-X) shall be treated as the date of delivery.

2) Inspection:- Final inspection shall be carried out the consignee's end by Area Manager (Excavation/E&M/ Safety)or technical HOD of concerned department) of Govindpur Area, BCCL after receipt of the material. **3) Guarantee/Warranty: - For a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance, whichever is earlier**.

4) MAKE/BRAND of the item is to be mentioned by the bidder (wherever applicable)

Area Manager (Excavation/E&M/Safety)

Section VII) – Sample Forms

The applicable certificates which are to be submitted / uploaded after signature are enclosed here as Annexures or Appendixes in the NIT. These documents need to be downloaded from Annexures/ Appendixes as enclosed in NIT.

Annexure-A1: *Letter of Bid*
Annexure-A2: *Other Commercial Information*
Annexure-A3: *Undertaking of Authenticity*
Annexure-A4: *Lowest Price Certificate*
Annexure-A5: *Quality Certificate*
Annexure-A6: *Mandate Form for Electronic Fund Transfer / Internet Banking Payment*
Annexure-A7: *Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate*
Annexure-A8: *Certificate of Confirmation in Respect of Corrigendum*
Annexure-A9: *No Deviation Certificate*
Annexure-A10: *Self Certificate for performance of Executed Order*
Annexure-A11: *Proforma for equipment and quality control*
Annexure-A12: *format of Price Bid*
Annexure-A13: *Fitment guarantee certificate*
Annexure–A14: *Affidavit*
Appendix -I: *Format of Bank Guarantee for Security Deposit*

Annexure–A1

Letter of Bid (LOB)

To,
Area Manager (purchase/MM)
Lodna Area-X
Bharat Coking Coal Ltd.,

Sub: Tender No. & Date:
Dear Sirs,

1. Having examined the Bid Documents including Addenda/Corrigenda, if any, I / We, the undersigned, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.

3. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any bid you may receive.
5. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
6. We confirm that all information/ documents / credentials submitted 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**.**

Yours faithfully,
(Signature of the Bidder)
Name:
Designation:

Date:

Annexure-A2

Other Commercial Information

(To be printed on bidder's letter head, duly signed with seal)

Sl No	Particulars	Details	Remarks, if any
1	Proof of being Manufacturer (for tendered items)		
A	Type of registration (SSI/NSIC/DGS&D/BCCL Ancillary etc.)		
B	Document reference no & date		
C	Issued by		
D	Valid up to		
E	Registration Number		
F	Name of the Registering Authority.		
2	MSME Enterprise (if applicable)		
A	Kindly confirm whether you are MSME/ Udyog Aadhar registered or not(Yes or NO)		
B	Registration Number FOR Micro, Small and Medium Enterprises		
C	Industry Type		

D	Registration Number along with the name of the registering Authority.		
E	Whether owned by SC & ST entrepreneurs		
3	GST Details		
A	GST Registration No.		
B	Rate of GST		
4	PAN No.		
5	Authorisation of principal manufacturer to quote against the tender indicating the tender reference to be submitted (if the offer is submitted by a firm exclusively authorised to quote on behalf of the manufacturer) Document reference No. & date to be indicated.		
6	Supply point (from which place and state the materials will be supplied) to be mentioned		
7	Kindly confirm whether there is any imported items or not		
8	In case there is any imported items , kindly give the name of the imported items.		

Annexure–A3

UNDERTAKING OF AUTHENTICITY

I/We M/s ____________________________________ hereby undertake that if the information / declaration /documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, I/we will be liable to punitive action.

Name of the Bidder

Signature of the Bidder
With Seal of the Firm / Company

Annexure–A4

LOWEST PRICE CERTIFICATE

The price quoted by us against this tender is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.

Date: Signature of the Bidder

With Seal of the firm

Annexure–A5

QUALITY CERTIFICATE

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 Bidder

With Seal of the firm

Annexure-A6

Mandate Form for Electronic Fund Transfer / Internet Banking Payment

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

1	VENDOR / SUPPLIER / CONTRACTOR / CUSTOMER'S **NAME & ADDRESS:** **(With Telephone No. & Fax No.)**	
2	**PARTICULARS OF BANK ACCOUNT:**	
	A. BANK NAME:	
	B. BRANCH NAME: **(Including RTGS Code)**	
	ADDRESS:	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (As appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE: (S.B. Account/Current Account or Cash Credit with Code 10/11/13)	
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT	

	(As appearing on the Cheque Book)	
3	**DATE OF EFFECT:**	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date: (_______________________) Signature of the Customer / Vendor / Supplier / Contractor

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

Date: (_______________________) Signature of the Authorized Officials from the Bank

ANNEXURE – A7

Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate

Our firm has not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasiGovernment agencies or PSUs.

Date: Signature of the Bidder

With Seal of the firm

ANNEXURE–A8

CERTIFICATE OF CONFIRMATION IN RESPECT OF CORRIGENDUM (IF ANY)

I/We, M/s ___________________________________ hereby confirm that I/we am/are quoting my/our offer against this tender being aware of any amendment contained in the corrigendum (if any, issued after the issue of the NIT) and the same has been taken into consideration, while making this quote.

Date: Signature of the Bidder

With Seal of the firm

ANNEXURE – A9

No Deviation Certificate

"I/We declare that there is no deviation from the NIT terms and conditions in the offer submitted by me/us."

Date: Signature of the Bidder

With Seal of the firm

ANNEXURE–A10

Self-Certificate for Performance of Executed Order

(To be printed on bidder's letter head, duly signed with seal)

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

Date: Signature of the Bidder

With Seal of the firm

ANNEXURE–A11

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference : Tender No. ……………………………………_

Date …………………. for supply of ………………………………………………._

1. Name and Address of the Firm

2. (a) Telephone No. office/factory/works

   (b) Fax No. / E-mail ID

3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).

4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)

5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.

6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.

7. Details and stocks of raw materials held.

8. Production capacity of items quoted for with the existing plants and machinery

(a) Normal

(b) Maximum

9. Details of arrangements for quality control products such as laboratories etc.

10. (a) Details of technical supervisory staff in-charge of production and quality control. (b) Skilled labour employed.

(c) Unskilled labour employed

(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.

11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

…………………………………………………………………………………………………

Date………………

Place……………… (Signature of Tenderer)

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

Annexure-12

Specimen Format for Price Bid/BOQ

(Available Online)

Note: 1.All the bidders need to quote their prices in the specified format available online at e-Procurement Portal.

Annexure–A13

FITMENT GUARANTEE CERTIFICATE

(To be printed on bidder's letter head, duly signed with seal)

The offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.

Date:

Signature of the
Tenderer With
Seal of the Firm

Annexure–A14

AFFIDAVIT

I…………………………………………., Partner/ Legal Attorney/ Accredited Representative of M/s………………………………………….solemnly declare that

1. **I/We are submitted for the work…………………………………………… ……………………………………………………against tender notice No.**

   …………………………………………………Date…………………………….

2. **None of the partner of our firm is relative of Employee of BHARAT COCKING COAL LIMITED.**
3. **All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of the tender is complete, correct and true.**
4. **All documents/credentials submitted along with this tender are genuine, Authentic, true and valid.**
5. **If any information and document submitted is found to be false/ incorrect at any stage/time, department may cancel tender and action as deemed fit may take against us including termination of contract, forfeiture of all dues including earnest money and banning/de-listing of our firm and all partner of the firm act.**
6. **Our firm has not been banned /delisted by central Govt. or any PSU including CIL.**

Date_____________ Signature of the Tenderer with Seal

Signature & seal of Notary

APPENDIX -I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad – 826005

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

Messers ……………….. a Company Firm having its office at No. . . . . hereinafter called the Contractor has entered into an agreement dated .... (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply

……………………….stores/materials amounting to Rs . . . . on the terms and conditions contained in the said agreement.

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

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

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

Name of Bank State Bank of India	Name of Bank ICICI Bank
Branch name Main Branch Dhanbad	Branch name ICICI Bank, Dhanbad
A/C no. 35160317947	A/C no. 019605001057
	OR
IFSC Code SBIN0000066	IFSC Code ICIC0000196

Dated this…………Day of……………..20…..

Place…………………………………………..

Signature of the authorized person

For and on behalf of the Bank

The following documents are to be submitted by the bidder along with technical Bid

SN	Document	Attestation	Reference
1.	Letter of Bid	On letter head of Bidder , Duly Self-Attested with Company's Seal	Annexure-A1
2.	Copy of EMD exemption document with supporting document as per NIT (If Applicable)	Duly Self-Attested with Company's Seal	Section-II of the NIT
3.	Copy of Proof of Being Manufacturer (for Tendered Items) i.e. Registration with NSIC /SSI/DIC/Registrar of Companies Etc.[As applicable in the NIT]	Duly Certified by the chief Executive of the Enterprises with company's Seal	Section-II of the NIT
4.	In case of MSME Enterprise copy of Proof of Being MSME Enterprise (Valid registration certificate i.e. copy of udyog Aadhar memorandum , copy of Entrepreneurs memorandum certificate i.e.EM-Part-2 issued by district Industries Centre to claim their status as "MICRO" & "SMALL" Entrepreneurs. "SC" & "ST" Entrepreneurs has to submit necessary cast certificate issued by state Authorities)	Duly Certified by the chief Executive of the Enterprises with company's Seal	Section-II of the NIT

5.	In case any Ancillary unit of BCCL copy of Proof of being Ancillary Unit of BCCL for tenderer items(Valid registration certificate indicating tenderer Items)	Duly Certified by the chief Executive of the Enterprises with company's Seal	Section-II of the NIT
6.	Copy of Authorization of Manufacturer to quoted against the referred tender (If other is submitted by a firm exclusively authorized by the manufacturer) [If applicable]	Duly self-attested by manufacturer with seal	Section-II of the NIT
7.	All documents related with Eligibility and proven-ness criteria ness criteria as indicated in the NIT	Duly self-attested with company seal	Section II of the NIT
8.	All documents related to Technical Specification (Manufacturer descriptive literature, technical particulars, type test certificates etc. as detailed in NIT.	Duly self-attested with company seal	Section II of the NIT
9.	Copy of Exemption Certificate towards GST *[If applicable]*	Duly self-attested with company seal	Section II of the NIT
10.	PAN, GST registration Certificate (GST Reg-06)	Duly self-attested with company seal	As per NIT
11.	Other Commercial Information	Duly self-attested with company seal	**Annexure-A2** of the NIT
12.	Undertaking of Authenticity	Printed on bidder's letter head, duly signed with seal	**Annexure-A3** of the NIT
13.	Lowest Price Certificate	Printed on bidder's letter head, duly signed with seal	**Annexure-A4** of the NIT
14.	Quality Certificate	Printed on bidder's letter head, duly signed with seal	**Annexure-A5** of the NIT
15.	Mandate Form for Electronic Fund Transfer / Internet Banking Payment	duly signed	**Annexure- A6** of the NIT
16.	Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate	Duly self-attested with company seal	**Annexure- A7** of the NIT
17.	Certificate of Confirmation in respect of Corrigendum (if any)	Duly self-attested with company seal	**Annexure- A8** of the NIT
18.	No Deviation Certificate	Duly self-attested with company seal	**Annexure-A9** of the NIT
19.	Self-Certificate for performance of Executed Order	Duly self-attested with company seal	**Annexure-A10** of the NIT
20.	Proforma for Equipment & Quality Control *(if applicable)*	Printed on bidder's letter head, duly signed with seal	**Annexure-A11** of the NIT
21.	Fitment guarantee certificate	Duly self-attested with company seal	**Annexure-A13** Of the NIT
22.	Affidavit	Duly self-attested with company seal and notarized	**Annexure-A14** Of the NIT

<u>Note</u>:

Any document (except printed leaflets and catalogues) Submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.