


<b>Bharat Coking Coal Limited</b> A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: <b>Koyla Bhawan, Koyla Nagar Dhanbad, Jharkhand-826005</b> CIN :U10101JH1972GOI000918		<b>Office of The General Manager</b> Katras Area (Area IV) PO: Sijua, DIST: Dhanbad Ph: 0326-2372823 Fax: 0326-2371213 Website: <a href="http://www.bcclweb.in">www.bcclweb.in</a>
Under jurisdiction of Dhanbad Court and Jharkhand High Court Notice Inviting Tender		

Tender No.: BCCL/Katras-IV/MM-Pur/Brake Lining for Tata Hyva/22-23/21

Date: 10.06.2022

**(NOTICE INVITING TENDER (OPEN, DOMESTIC))**

- I.** 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’ at **Annexure-I**) of items as per the scope of supply/schedule of requirement and technical specifications indicated below in Table A, and as per the terms and conditions given hereunder.

Bidders shall be considered proven who will fulfill ‘Proven-ness Criteria’ specified at **Annexure-I**.

**II. DETAILS OF TENDER**

a) Mode of Tender	Tenders to be submitted as specified in ‘ <b>IV. METHODOLOGY OF SUBMISSION OF TENDER</b> ’
b) Type of Tender	<b>TWO BID</b>
c) Estimated Value of Tender	<b>Rs 1,78,888.00</b>
d) Earnest Money Deposit	<b>NA</b>
<b>TIME SCHEDULE OF TENDER</b>	
Due date and time for submission of bids	<b>05.07.2022 11:00 AM</b>
Due date and time for opening of bids	<b>05.07.2022 11:30 AM</b>

**Table-A: Tech. Specs/Schedule of Requirement and Scope of Supply as per Annexure A**  
**Procurement of items**

S. No.	Items Description	U.O.M.	Quantity
<b>1.</b>	<b>Brake Lining Complete Set : 280242300106</b>	<b>No</b>	<b>08</b>

**III. INSTRUCTIONS TO BIDDERS:**

- A. Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry and CIL Purchase Manual 2020 and subsequent amendments if any.
- B. 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.**
- C. BCCL 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.
- ~~D. BCCL reserves the right to vary the quantity of the above items.~~

**IV. METHODOLOGY OF SUBMISSION OF TENDER:**

The bidders must submit their offer i.e. PART – I and PART – II in sealed cover addressed to AREA MANAGER (PURCHASE), OFFICE OF GENERAL MANAGER, KATRAS AREA, BHARAT COKING COAL LIMITED, PO- SIJUA, DIST. DHANBAD (JHARKHAND) - 828121, 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**.

**Important Note:**

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

- 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.
- 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.
- 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.

**Code of Integrity for Public Procurement (CIPP):** The purchaser requires that 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.

Bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo moto 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. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the above mentioned practices in competing for the contract in question; and Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in any of the above mentioned practices in competing for, or in executing, a contract.

**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.

#### **a. Eligibility of Bidders**

**Bids are invited only from ‘Class-I Local Supplier’ & ‘Class-II Local Supplier’ as defined under the order no. P-45021/2/2017-PP(BE-II) dated 16th September, 2020. Definition is as under:**

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

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

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

**Minimum Local Content** shall be as per Clause no. 5 of above order no. P-45021/2/2017-PP(BE-II) dated 16th September, 2020 i.e. the ‘local content’ required to categorize a supplier as ‘Class-I local supplier’ is minimum 50% and For ‘Class-II local supplier’, the ‘local content’ required is minimum 20%.

However, the Indian agent of a foreign manufacturer shall be eligible to bid only in tenders of value more than Rs.200 crores OR less than Rs 5 lakhs as per Purchase Preference under “Make in India” Policy of this NIT.

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

All offers shall be in INR only.

#### **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

### III. Manufacturers / Indian Agents

#### 1. Indigenous (Local) Manufacturers\* / ~~Foreign Manufacturers~~

a) Procurement against this tender shall be made from manufacturers only. However, if the manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), the procurement can be made from its authorized Indian Agent based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization (*Annexure-A4*). The manufacturer is also required to submit a certificate (*Annexure-A4*) that it is not quoting in the tender directly against the tenders of any organization in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above, it shall be liable for penal action as per provision of Purchase Manual Coal India Limited 2020, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity.

Notes: i) In case of procurement of goods up to value of Rs. 50.00 Lakhs, insistence on procurement from manufacturers may be relaxed and accordingly the above provision may be waived off.

ii) Further in case of procurement of commercially off-the-shelf available products, general authorization / dealership / distributorship certificate may be considered in place of tender specific authorization.

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

b) One manufacturer can authorize only one agent.

i) In case of procurement of procurement of commercially off-the-shelf available products, where general authorization / dealership / distributorship certificate is considered in place of tender specific authorization, tenders may be issued to all the known authorized dealers/ distributors.

ii) In case of tenders invited from system integrators for products/ solutions involving hardware, software and their integration solutions of a number of manufacturers / vendors, insistence on 'one manufacture can authorize one agent' maybe relaxed.

Non-Local Suppliers will not be eligible to participate in Domestic Tenders meant only for Indigenous Manufacturers / Local Suppliers. Local content means the amount of value added in India, which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

#### Verification of Local Content:

i) The Class-I/ Class-II Local Supplier at the time of bidding shall be required to provide self-certification that the item offered meets the minimum local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall give details of the location(s) at which the local value addition is made (*Annexure-A10*).

## **2. Indian Agents**

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

Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender.

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

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

The consideration of tenders from authorized agents of Indian manufacturers will be governed by the following guidelines:

a). The Agent has furnished the following documents:

i). A tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization.

ii). An undertaking from both the manufacturer and the tendering firm as specified below:

### **Manufacturer (*Annexure-A4*)**

(i) that, as a matter of its corporate policy, it does not directly quote/ market their products directly to any organization in India (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints) and if, subsequently, at any stage, it is found that it has quoted directly to any organization (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), it shall be liable for penal action as per provisions of the NIT and Purchase Manual Coal India Limited 2020. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

(ii) that it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.

(iii) that, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

(iv) the authorized agent's price will not exceed that which the manufacturer would have quoted.

(v) Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.

### **Authorized agent (*Annexure-A5*)**

(i) that he will be responsible for all the contractual obligations including quality aspects, replacement of part / items and warranty / guarantee obligations, and

(ii) that he will be responsible for providing the required after sale service.

(iii) The manufacturer / tenderer has to submit a certificate (*Annexure-A13*) that no agent / middleman / liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of Purchase Manual, Coal India Limited 2020.

**Documents Establishing Bidder's Eligibility:**

Sl. No.	Category of bidder	Upload digitally signed Scanned copy of Self-attested documents in support of Eligibility Criteria for the tendered item.
(a)	Indigenous Manufacturer	Any one of the following valid documents: <ol style="list-style-type: none"> <li>a. Factory license/Manufacturing license</li> <li>b. NSIC registration certificate.</li> <li>c. SSI/DIC registration certificate</li> <li>d. ISO Certificate.</li> <li>e. BIS license/certificate</li> <li>f. DGMS approval</li> <li>g. Micro / Small Enterprises MSE] Registration certificate issued 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 any other body specified by Ministry of Micro, Small and Medium Enterprises.</li> <li>h. Registrar of Companies etc.</li> </ol>
(b)	Indian selling agent / dealer / distributor authorized by Indian manufacturer	<ol style="list-style-type: none"> <li>i. Tender specific Manufacturer's Authorization as per Annexure – A4 duly signed and stamped by the manufacturer to quote against the BCCL Tender, indicating the Tender Reference No. and date along with the offer.</li> <li>ii. Certificate establishing the existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.</li> <li>iii. Any one of the following valid documents of the principal manufacturer               <ol style="list-style-type: none"> <li>a. Factory license/Manufacturing license</li> <li>b. NSIC registration certificate.</li> <li>c. SSI/DIC registration certificate</li> <li>d. ISO Certificate.</li> <li>e. BIS license/certificate</li> <li>f. DGMS approval</li> <li>g. Micro / Small Enterprises MSE] Registration certificate issued 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 any other body specified by Ministry of Micro, Small and Medium Enterprises.</li> <li>h. Registrar of Companies etc.</li> </ol> </li> </ol>

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

**IV. Proven-ness Criteria:-** Procurement against present tender shall be made for proven products. Proven-ness criteria shall be as follows:

Procurement against present tender shall be made for proven products. Proven-ness 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 (II) 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.

**Note:**

- i. The bidder must submit documentary evidence (i.e. authenticated copy of such contracts/purchase orders received by them & their satisfactory performance as above).
- ii. Considering the practical difficulties in obtaining the performance reports in cases where proven-ness 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."*
- iii. 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.
- iv. 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 non-responsive and is likely to be rejected.

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

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

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 ESTABLISHING 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 favorable 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 Startup/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:**

1. 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

2. Startup bidders have to submit valid documentary evidence (like startup recognition documents/startup certificate etc.) for tendered/quoted item(s) as per definition & Eligibility of Startup 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.

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

Startup 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.**

**2. Purchase Preference:**

**i. Purchase Preference to MSE Enterprise**

- 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 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.
  - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

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. Purchase Preference to Ancillary Units**

- In tender, the participating ancillary units within the price band of L-1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 25% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).
- 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 25% quantity shall be distributed among them at L-1 price.

**iii. Purchase Preference to MAKE IN INDIA**

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

- (i) Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'.
- (iii) Class-II local supplier' means a supplier, whose goods, offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.
- (iv) 'Non - Local supplier' means a supplier, whose goods offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- (v) 'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (vi) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- (vii) 'Nodal Ministry' means the Ministry or Department identified pursuant to this **order in respect of a particular item of goods.**
- (viii) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

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

- (i) In procurement of all goods in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- (ii) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers' In procurement of all goods, not covered by sub-para b(i) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority.

**(c) Purchase preference:**

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

- e) Applicability in tenders where contract is to be awarded to multiple bidders – In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the ‘class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non-local supplier’ as per following procedure,
- i. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal ministry, only class I local supplier shall be eligible to bid. As such multiple suppliers, who would be awarded the contract should be all and only ‘Class I Local suppliers’.
  - ii. In other cases, “Class II local suppliers’ and ‘Non local suppliers’ may also participate in the bidding process along with ‘Class I Local suppliers’ as per provision of this order.
  - iii. If ‘Class I Local suppliers’ qualify for award of contract for at least 50%<sup>^</sup> of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case ‘Class I local suppliers’ do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference to be given to the ‘Class I local supplier’ over ‘Class II local suppliers’ / ‘Non local suppliers’ provided that their quoted rates falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the ‘Class I local suppliers’ taken in totality are considered for award of contract for at least 50% of the tendered quantity.
  - iv. First purchase preference has to be given to the lowest quoting ‘Class I local supplier’, whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraints of maximum quantity that can be sourced from any single supplier. If the lowest quoting ‘Class I local supplier’ does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to the next higher ‘Class I local supplier’, falling within 20% margin of purchase preference, and so on.
  - v. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to ‘Class I local supplier’ within the broad policy guidelines stipulated in sub-paras above.

**f) Exemption of small purchases**

Notwithstanding anything contained in paragraph (b) above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of **Purchase preference under “Make in India” policy.**

**(d) Minimum Local Content**

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

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

**Verification of local content:**

- (i) The “Class-I Local Supplier/Class-II Local supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for “Class-I Local Supplier/Class-II Local supplier”, as the case

may be. They shall also give details of the location(s) at which the local value addition is made.

- (ii) In cases of procurement for a value in excess of Rs. 10 crores, the **Class-I Local Supplier/Class-II Local supplier** shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (iii) Nodal Ministry may constitute committees with internal and external experts for independent verification of auditor's/ accountant's certificates on random basis and in the case of complaints.
- (iv) Nodal ministries and procuring entities may prescribe fees for such complaints.
- (v) False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of Purchase preference under "Make in India" order dated 16.09.2020 shall not be eligible for preference under this order dated 16.09.2020 for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

**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.**

**b. Clarifications of Bid Documents**

The bidder may seek clarification within the period specified in the bid document. The clarifications may be asked from the next day of e-publication of NIT. The last date for seeking clarification will be up to 15 (fifteen) days before the last date of submission of bid and the last date of giving clarification will be up to 7 (seven) days before the last date of submission of bid. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received within the period specified in the Tender Enquiry. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall also be put on the website of CIL/Subsidiary Company, e-Procurement Portal and CPP Portal.

**Earnest Money Deposit (EMD) : With respect to OM no. F.9/4/2020-PPD dated 12.11.2020 of MoF, the bidder is required to sign a Bid Securing Declaration as per Annexure-A14 in place of depositing Bid Security / EMD.**

- ~~1. The value of Earnest Money to be deposited by the tenderer is specified in the NIT. Specified amount of EMD shall be submitted online through payment gateway provided at coal India tender Portal during online submission of bid.~~
- ~~2. The EMD has to be deposited online only within the last date and time for submission of online offer. In the Online mode, the bidder can make payment of EMD through net banking from designated Bank or through NEFT / RTGS from any scheduled Bank. In case of payment through net banking, the money will be transferred to CIL's Bank Account. In case of payment through NEFT/ RTGS, the bidder will have to make payment as per the Challan generated by system one Procurement portal before submission of bid. Bidder will be allowed to submit its bid only when the EMD is successfully received in CIL / Subsidiary Company's designated account and the information flows from Bank to e-procurement system.~~

3. In case of exemption of EMD, the self attested scanned copy of document in support of exemption will have to be uploaded 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.
4. Submission of EMD is exempted for a tender value up to Rs. 2 lakhs.
5. EXEMPTION FROM SUBMISSION OF EMD:

Sl. No.	Category of bidders	Documents against exemption of EMD
1.	State / Central Government Organizations / PSU	Upload Self declaration
2.	NSIC registered Firms	Upload self attested copy of Valid and Complete NSIC Registration certificate
3.	Ancillary Units of BCCL	Upload digitally signed 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). <b>This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.</b>
5.	OEM/OES	EMD is not applicable for STE. EMD is not applicable for OEM/ OES participating in Open/ Limited tenders for procurement of Spare parts for their equipment. Submit Self Certificate of OEM/OES.

The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the form of e payment 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.

#### **~~c.~~ 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. In case of e-procurement, EMD of unsuccessful bidders will be refunded through e procurement portal/system.

#### **d. 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: -
- Fails to submit order acceptance within 30 days from the date of order; or Refuses to accept/execute the contract
  - Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

**OTHER INFORMATION REGARDING PRICE BID**

The Price-bid will be in item-wise 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 E-Way bill at their end.

TDS (as applicable) shall be deducted at the time of payment as per Govt. Norms.

TCS is required to be paid to the suppliers who are liable to collect the same.

The rate of TCS shall be as under which shall be payable on the landed cost,

Period	Rate
01.10.2020 to 31.03.2021	0.075%
01.04.2021 onwards	0.1%

Wherever BCCL is required to pay TCS to the seller of any goods, then such payment of TCS would not form part of "Cost to Company" as TCS is not an additional tax. This is only collection of Income Tax by the seller from the buyer and paying to the Government on behalf of buyer, which the buyer will get in the form of TCS Credit in its Form-26AS and the buyer shall adjust the same

against its Income Tax liability for the F/Y. However, such adjustment of TCS is possible only if the buyer has a valid Form-16A from the Seller through TRACES.

Valid TCS Credit Certification (i.e. Form-16A) issued through TRACES is required to be submitted compulsorily by the seller to the paying officer (Validity of Form-16A can be verified by anyone on Income Tax website).

Reconciliation between TCS paid to the seller as per our record & actual TCS credit given by the seller in Form-16A is required to be done immediately after collecting Form-16A & if there are any difference between them then necessary steps needs to be taken at the earliest for re-issuance of rectified Form-16A.

As on date Form-16A is required to be issued on quarterly basis within 15 days from the due date for furnishing the statement / return of TCS. Therefore, for each TCS payment necessary trail is required to be maintained for collection of Form-16A within due time without any fail.

Along with each Form-16A, a declaration is to be submitted to the paying officer by the seller disclosing the Area-wise/Unit-wise amount collected by them against which such Form-16A is being issued.

#### **e. Letter of Bid**

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

**It may be noted that if the information/declaration/Credentials/ scanned documents furnished in support of the claims made in the Bid or same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, such bidder will be liable to punitive action.**

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

#### **Note:**

1. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
2. In case the bidder who has signed LOB is not the DSC holder, then the authorization as per format given in (*Annexure-A3*) by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

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.

#### **f. Modification/ Withdrawal of Bid**

Modification of the submitted bid shall be allowed only before the deadline of submission of tender and the bidder may modify and resubmit the bid. Bidders may withdraw their bids within the end date and time of bid submission.

#### **g. 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 via the purchase portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not

comply or respond by the date, his tender will be liable to be rejected. 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 1 chance of 7x24 hours duration shall be given to the bidders to upload these clarifications / shortfall documents.~~

The above documents will be specified on -line under the link "Upload shortfall / confirmatory document" indicating the start date and end date for on-line by bidder. The bidders will get this information on their personalized dashboard. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status / information on their personalized dash board at least once daily after opening of bid. No separate communication will be made in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. ~~The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the maximum 1 chance of 7x24 hours duration.~~

#### **h. 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, penalty will be imposed as per provisions with respect to OM no. F.9/4/2020-PPD dated 12.11.2020 of MoF.
- ~~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.

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

1. The successful tenderers will have to submit Security Deposit for the 3% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
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 3% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
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.
- 11. 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).

**j. Performance Bank Guarantee (*Appendix -II*)**

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.
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.
3. 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.
4. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
5. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.
6. The PBG will be submitted through Structured Financial Management System (SFMS).

**k. Other Important Tender Terms**

For indigenous supplies, the quotations should 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.

**l. Deemed Exports**

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

**m. 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.

**n. Deviation (*Annexure-A9*)**

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.

## **o. 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 inter-State 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 above-mentioned 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.

#### **p. 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.

#### **q. 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.

#### **r. 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.

#### **s. 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.

#### **t. PRICES**

Price Bid shall be submitted through Enterprise Procurement System (EPS) through Internet. For the bidders from India, price quoted should be FIRM & on FOR DESTINATION basis, for delivery up to any Regional/ Central Stores of EKRA/JEALGORA / any other store of 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.

#### **u. Delivery Period**

- I. As specified in Scheduled of Requirement (SOR) as per Annexure-A 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.

#### **v. Payment Terms**

1. For supply of P&M and equipment, for which the responsibility for installation and commissioning lies with the supplier, 80% payment along with full taxes and duties, may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of performance bank guarantee. Balance 20% payment shall be released within 21 days after successful commissioning of the plant & machinery /equipment. In case of those P&M and equipment, where installation and commissioning is to be done departmentally, 100% payment along with full taxes and duties, may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of performance bank guarantee.
2. For supply of spare parts and all other consumable items etc. (other than P&M equipment), 100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

#### **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.*

#### **w. Other Commercial Information Sheet (*Annexure-A2*)**

Other Commercial Information Sheet in Excel File (named as COMMERCIAL.xls) is to be downloaded from bidding portal and uploaded after fulfilling the required details. This Excel File

shall contain a single sheet and bidders must fill the relevant information in the said sheet before uploading the same (to be submitted in Cover-I).

- x. 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.

**y. JURISDICTION**

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

**z. 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 5<sup>th</sup> March 2012) on Mandatory Publication of Tender Enquiries on the Central Public Procurement Portal and O. M. No.10/3/2012-PPC dated 9th January 2014 on implementation of comprehensive end-to-end e-procurement should be disclosed under Section 4 of the Right to Information Act. "*

**aa. Self-Certificate for Local Content (*Annexure-A10*)**

A domestic manufacturer has to upload with the online offer a self-certificate for local content stating that amount of value added in India [which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties)] as a proportion of the total value is equal to or more than 50 % and indicate details of locations at which local value addition is / are made.

**bb. 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 or 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. Materials 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.

### **cc. 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.

Offer submitted with irrelevant, abnormal, unusual, inconsistent value(s), against any clause of TPS may reflect the bidder as 'COMPLIED' by the system but the same may be rejected if necessary, after due evaluation of the information provided.

**Note:** The applicable certificates which are to be submitted / uploaded after signature are enclosed as Annexures or Appendixes in the Section VII) of the NIT. These documents need to be downloaded from Annexures/ Appendixes as enclosed in the NIT.

**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 (Katras Area)**

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

## **2. Application**

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

## **3. Standards**

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

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

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

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

## 5. Patent Rights

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

## 6. Security Deposit

- 6.1. The successful tenderers will have to submit **Security Deposit for the 3% value of the total landed value** of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from 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.
- 6.3. The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 3% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- 6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
- 6.7. 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. This warranty shall remain valid for twelve (12) months from the date of commissioning of the equipment.

- 13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / Goods thereafter.
- 13.4. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

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

#### **15. Changes in Order**

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

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

**16. Contract Amendments**

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

**17. Assignment**

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

**18. Subcontracts**

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

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

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

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

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

**20. Liquidated Damages**

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

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment / stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment / stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment / stores at the risk and cost of the defaulting supplier and also,
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.

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

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

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

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

- (a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- (c) If the Supplier, in the judgement of the Purchaser, has 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](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in this Bid document.

**31. Applicable Law**

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

**32. Jurisdiction of Courts**

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

**33. Notices**

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

Purchaser:

General Manager (Katras Area)

Bharat Coking Coal Limited

Katras Area (Area IV)

PO: Sijua, DIST: Dhanbad -828121

Fax No.: +91 0326-2371213, Phone: +91 0326-2372823.

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.

[Annexure-A](#)**TECHNICAL SPECIFICATIONS:**

1. **DESCRIPTION & QUANTITY:** The firm should clearly indicate in their offer the item description, part number and quantity in their technical bid. The details of Description & Qty. etc. is furnished below: -

S. No.	DESCRIPTION	UOM	QTY
1.	Brake Lining Complete Set : 280242300106	No	08

2. **DELIVERY:** Within 30 days from the date of issue of Purchase/Supply Order and the date of receipt of materials at our stores (Regional Stores, Katras Area) shall be treated as the date of delivery.

3. **FITMENT GUARANTEE**

4. **MAKE OF THE OFFERED ITEM IS TO MENTIONED BY THE BIDDER (if Applicable)**

5. **MANUFACTURER IDENTIFICATION MARK / LOGO EMBOSSING**

## **Section IV – 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: Compliance of Proven-ness Criteria*

*Annexure-A2: Other Commercial Information*

*Annexure-A3: Letter of Bid*

*Annexure-A4: Manufacturer's Authorization Certificate*

*Annexure-A5: Authorized Agent declaration (if Bidder is Authorized Agent of Manufacturer)*

*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 local content*

*Annexure-A11: PROFORMA FOR EQUIPMENT AND QUALITY CONTROL*

*~~Annexure-A12: Specimen format of Price Bid / BOQ~~*

*Annexure-A13: Certificate regarding Indian Agent*

*Annexure-A14: Bid Securing (EMD) Declaration*

*Appendix -I: Format of Bank Guarantee for Security Deposit*

*Appendix -II: Format of Performance Bank Guarantee*

*~~Appendix -III: Pre-Dispatch Inspection Clause~~*

**Annexure-A1****COMPLIANCE OF PROVENNESS CRITERIA**

Details of Documents (i.e. Self-attested Copies of supply orders as per Annexure-I) pertaining to Provenness criteria uploaded online to be indicated:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	

Date:

Signature of the Bidder

Seal of the Firm / Company

**Annexure-A2****Other Commercial Information**

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

SI 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	Authorization of principal manufacturer to quote against the tender indicating the tender reference to be submitted (if the offer is submitted by a firm exclusively authorized 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**

**Letter of Bid (LOB)**

**LETTER HEAD OF BIDDER**

To,  
Bharat Coking Coal Ltd.,  
Koyla Bhawan, Koyla Nagar  
Dhanbad-826005.

Sub: Tender No. & Date:  
Tender ID:

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:

Note:

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

**Annexure-A3 (1)**

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

I/We do hereby authorize M/s/Mr/..... Address ..... for online bidding on behalf of me/us for the e-tenders invited by Bharat Coking Coal Limited, Dhanbad on www.coalindiatenders.nic.in.

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

Signature & Seal of the bidder Authorizing the DSC Holder for online bidding.

**Annexure-A4**

**Manufacturer’s Authorization Certificate**

Ref:

Date:

To,  
The General Manager (Materials Management)  
Bharat Coking Coal Limited,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad, Jharkhand - 826005.

**Tender Ref. No.** \_\_\_\_\_ **dated** \_\_\_\_\_

WHEREAS we, [name of manufacturer] who are manufacturers of [name and/or description of goods] having factories at [address (es) of factory (ies)] and as a matter of policy do not quote directly, do hereby authorize our agent [Name & Address of Indian Agent] to submit a bid and sign the Contract with you on our behalf against the above Tender.

The validity of this authorization is till .....

It is further declared that

(i) That, as a matter of its corporate policy, it does not directly quote/ market their products directly to any organization in India (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints) and if, subsequently, at any stage, it is found that it has quoted directly to any organization (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), it shall be liable for penal action as per provisions of the NIT and Purchase Manual Coal India Limited 2020. Further, if at any stage, it is found that agency commission has

been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

(ii) That it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.

(iii) That, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

(iv) The authorized agent's price will not exceed that which the manufacturer would have quoted.

(v) Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.

(Signature)

(Name)

(Designation)

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

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the Power of Attorney to bind the Manufacturer.

## ANNEXURE – A5

### **Authorized Agent declaration (if Bidder is Authorized Agent of Manufacturer)**

(On Authorized Agent's Letter Head)

(i) That he will be responsible for all the contractual obligations including quality aspects, replacement of part / items and warranty / guarantee obligations, and

(ii) That he will be responsible for providing the required after sale service.

Date:

Signature of the Director/proprietor

Seal of the Firm / Company (Authorized Agent)



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

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 quasi-Government agencies or PSUs.

Date:

Signature of the Bidder

Seal of the Firm / Company

**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

Seal of the Firm / Company

**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 Tenderer

Seal of the Firm

**ANNEXURE–A10**

**Self-Certificate for Local Content**

We hereby confirm in respect of quoted item(s) that amount of value added in India [which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties)] as a proportion of the total value is equal to or more than 50 %.

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

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

Date:

Signature of the Bidder

Seal of the Firm / Company

**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-A13

#### **Certificate regarding Indian Agent**

I/We hereby certify that I/we do not have any agent / middleman / liasoning agent or any entity in any name other than the disclosed authorized Indian agent involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that I/we have given a false certificate, I/we shall be liable for penal action as per provisions of Purchase Manual Coal India Limited 2020.

Date:

Signature of the Bidder

Seal of the Firm / Company

**Annexure-A14**

**Bid Securing (EMD) Declaration**

It is hereby solemnly confirmed that, If I/We withdraw or modify the bids submitted in to CIL or its subsidiaries' tenders during its period of validity, or if awarded the contract, fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in existing relevant manuals) as defined in the request for bids document, I/We shall be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

Date:

Signature of the Bidder

Seal of the Firm / Company

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  
Branch name Main Branch Dhar  
A/C no. 35160317947  
IFSC Code SBIN0000066

**OR**

Name of Bank ICICI Bank  
Branch name ICICI Bank, Dhanu  
A/C no. 019605001057  
IFSC Code ICIC0000196

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

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

APPENDIX –II

**FORMAT OF PERFORMANCE BANK GUARANTEE**

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  
Branch name Main Branch Dhar  
A/C no. 35160317947  
IFSC Code SBIN0000066

**OR**

Name of Bank ICICI Bank  
Branch name ICICI Bank, Dhanu  
A/C no. 019605001057  
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 with bid:**

SN	Document	Attestation
1.	Letter of Bid	Duly self-attested with company's seal
2.	Copy of EMD exemption document <i>[If applicable]</i>	
3.	Copy of Proof of being Manufacturer (for tendered items), i.e. Registration with NSIC / SSI / DIC / Registrar of Companies etc.) <i>[as applicable in the NIT]</i>	
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 Enterprise with company's seal
5.	In Case any Ancillary Unit of BCCL copy of Proof of being Ancillary Unit of BCCL for tendered items (valid registration certificate indicating tendered items)	Duly self-attested with company's seal
6.	Scanned copy of Authorization of Manufacturer to quote against the referred tender (if offer is submitted by a firm exclusively authorized by the manufacturer) <i>[If applicable]</i>	
7.	Authorized Agent declaration (if Bidder is Authorized Agent of Manufacturer)	Printed on bidder's letter head, duly signed with seal
8.	All documents related with proven-ness criteria (Manufacturer descriptive literature, technical particulars, type test certificates etc. and other documents related with proven-ness criteria as indicated in the NIT)	Duly self-attested with company's seal
9.	Copies of Supply Orders in support of Proven-ness criteria (If asked in the NIT)	Duly self-attested with company's seal
10.	Self-Certificate for Performance of Executed Order	Duly self-attested with company's seal
11.	MSEs or Start-up documents (If applicable & claiming relaxation from Proven-ness criteria) as indicated in the NIT	Duly self-attested with company's seal and notarized
12.	MSEs or Start-up (If applicable & claiming relaxation from Provenness criteria) as indicated in the NIT	Duly self-attested with company's seal
13.	Compliance of Provenness Criteria	Duly self-attested with company's seal
14.	All documents related to Technical Specification (Manufacturer descriptive literature, technical particulars, type test certificates etc. as detailed in TPS.	Duly self-attested with company's seal

15.	Copy of Exemption Certificate towards GST [If applicable]	Duly self-attested with company's seal and notarized
16.	PAN, GST registration Certificate (GST Reg-06)	Duly self-attested with company's seal
17.	Other Commercial Information	
18.	Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate	On bidder's letter head, duly signed with seal
19.	Self- certificate for local content	On bidder's letter head, duly signed with seal
20.	Mandate Form for Electronic Fund Transfer / Internet Banking Payment	Printed on bidder's letter head, duly signed with seal by Bank
21.	Certificate of Confirmation in respect of Corrigendum (if any)	Printed on bidder's letter head, duly signed with seal
22.	No Deviation Certificate	Printed on bidder's letter head, duly signed with seal
23.	Certificate regarding Indian Agent	Printed on bidder's letter head, duly signed with seal

**Important Note:**

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.