



COAL INDIA LIMITED
(A Government of India Enterprise)



महारत्न कंपनी
A Maharatna Company

Notice Inviting Tender

INTERNATIONAL COMPETITIVE BIDDING

FOR

SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA

NIT Document No.: CIL/CV/2022/Import/ MTT-WEST/5332 dated 10-June-22



About the Company

- Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. CIL functions through its subsidiaries in 85 mining areas spread over eight (8) states of India. Coal India Limited has 318 mines (as on 1st April 2022) of which 141 are underground, 158 opencast and 19 mixed mines.
- CIL Produces around 83% of India’s overall coal production. In India where approximately 57% of primary commercial energy is coal dependent, CIL alone meets to the tune of 40% of primary commercial energy requirement. The share of coal is expected to remain high at 48-54% till 2040 and accounts for 76% of total thermal power generating capacity of the Utility sector. CIL further operates 13 coal washeries, (11 coking coal and 2 non-coking coal).
- CIL is a Maharatna company – a privileged status conferred by Government of India to select state owned enterprises in order to empower them to expand their operations and emerge as global giants. CIL has seven producing subsidiaries namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL), and one mine planning and consultancy company that is Central Mine Planning & Design Institute (CMPDI). In addition, CIL has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). The mines in Assam i.e. North Eastern Coalfields is managed directly by CIL. CIL has also registered two subsidiaries to venture into renewable energy, namely CIL Navikarniya Urja Limited (CNUL) and CIL Solar PV Limited



About the Tender

- Coal India Limited (CIL) invites global online bids on Single Stage - Two Cover bidding basis (Techno-Commercial Bid & Price Bid) from eligible bidders for “SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA” as per the Scope of Work mentioned hereinafter.
- Coal India Limited (hereinafter referred to as CIL or the Owner or the Employer or the Supplier) plans to import coal of quantity 3.00 MMT with the provision of doubling the quantity to 6.00 MMT from any country/origin other than India of specifications given in the Bidding Documents, for delivery on FOR Destination basis on As and When required basis. The bid evaluation (price evaluation) for this bid would be based on the quoted price for delivering 3.00 MMT coal to a port on the Western coast of India and loaded on wagon. The quantity of various shipments (Minimum order per indent to the vendor would be ~50,000 Metric Tonnes) would be on As and When required basis.
- Coal India Limited intends to import coal of specifications mentioned herein given “FOR Destination” basis at delivery points of various GENCOs and IPPs (herein referred to as “Purchaser”), which shall be intimated to the vendor post execution of the back-to-back agreement with the purchaser as well as execution of the medium-term contract with the vendor as stipulated in this NIT, for quantities given on a packaged basis offered at the Western coast of India. The timely supply of imported coal as per delivery schedule is the essence of contract. Total quantity of imported coal shall be delivered within 30 days of receipt of the firm order/indent to be furnished by CIL to the vendor, the date of placement of such firm order/indent shall be upto 30th June, 2023. Delivery schedule may be extended further and modified at the sole discretion of Coal India Limited.
- Coal shall be imported as per the delivery schedule/firm order/indent given by CIL to the successful bidder. The firm order/confirmed delivery schedule by CIL shall be given on the basis of orders/indents that CIL would be receiving (from purchaser) from time to time till 30th June 2023. (For avoidance of doubt it is clarified that the timeline for delivery of coal (3.00 MMT which may be increased up to 6.00 MMT) shall start from the date of issuance of firm order/delivery schedule/indent placed by CIL to the Vendor which may be before the execution of the contract). Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL.
- It shall be noted that the total quantity mentioned in the document is subject to revision based on the actual orders placed to CIL by purchases and subsequently by CIL to the vendor. CIL to ensure that Minimum order per indent/delivery schedule to be made to the vendor would be ~50,000



Metric Tonnes. However CIL reserves the right to not place any firm order, in case of non-receipt of firm order from purchaser to CIL, within the currency of contract.

- This tender is for concluding a medium-term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency.
- The Bidders shall declare the coal mine(s) of origin other than India from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents along with their bids. The Successful Bidder shall supply imported Steam Coal sourced from identified mine(s) as declared by the bidder on As and When required Basis, arranging vessels, stevedoring, handling, storage, port clearances (including payment of all applicable taxes and duties including custom duty wherever applicable), arranging Railway rakes, loading, transportation and delivery at the respective power stations. All other activities including clearing and forwarding of the consignments like Customs Clearance, coordination with Ports, Railways and any statutory authorities shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination with coal mine (s) in any country/origin other than India, coordination at load port, discharge port, Railways handling agents etc. shall also be part of Scope of Work of the Successful Bidder. Unloading of Coal at Delivery Point end from Railway Wagons shall be arranged by Purchaser.
- The bid package comprises of the following documents:

| SECTION NAME | TITLE |
|--------------|--|
| SECTION-1 | Instructions to Bidders (ITB) |
| SECTION-2 | General Conditions of Contract (GCC) |
| SECTION-3 | Technical Specifications (TS) |
| SECTION-4 | Annexures/ Attachments/Formats/Forms/Schedules |

- Detailed specifications, scope of work, eligibility criteria, schedule and terms & conditions are given in the ensuing sections of this document.

Basic Definitions for reading of the tender document:

1. The word "Company" or "Employer" or "Owner" or "CIL" or "Supplier" wherever occurs in the conditions, means Coal India Limited represented at the headquarters of the Company by the Executive Director (CA&BD) or his authorized representative or any other officer specially deputed for the purpose.
2. The word "Principal Employer" or "Engineer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.



3. The word “Purchaser” shall mean the Power Plant/Genco/IPP or any other party to whom Imported Steam Coal shall be delivered.
4. “Coal” wherever used in these tender documents shall mean and include “Imported Steam Coal of origin other than India”.
5. “Site” or “Station” or “Delivery Point” means the siding located at the respective Power Plant/Genco/IPP or the nearest siding located to such facility where the supplies of Imported Steam Coal are to be made.
6. The word “Contractor”/“Contractors” or “Agency(ies)” or “Vendor” wherever occurs means the successful Bidder/Bidders/Applicant/Applicants who has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons comprising a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
7. The word “ADB” shall mean Air Dried Basis and the word “ARB” shall mean As Received Basis.
8. “GENCO” wherever occurs means (Power) Generation Company
9. “IPP” wherever occurs means Independent Power Producer



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NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



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Ref. No.: CIL/CV/2022/Import/MTT-WEST/5332

Dated: 10/June/2022

e-TENDER NOTICE

1. Tenders are invited on-line on CIL’s e-procurement portal <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

| | | |
|----|--|---|
| 1. | Name of Work | SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA. |
| 2. | Estimated Quantum during the entire period of work | 3.00 million metric tonnes delivered to purchaser’s delivery point via an unloading port on the Western Coast of India on As and When delivered basis with a provision for increasing the quantity to 6.00 million metric tonnes |
| 3. | Estimated Value of Work | INR 3,850 Crores for 3.00 million metric tonnes |
| 4. | Cost of Bidding Documents | Not Applicable |
| 5. | Validity of Bid | 90 days after the end date of bid submission |
| 6. | Period of Work | Supply of Imported Steam Coal as per indent/firm order given by CIL from the month of July 2022 to 30 th June 2023 or such further timeline as extended by CIL |



| | | |
|-----|--|---|
| 7. | Selection of Bidder | On the basis of L1 bidder as per the evaluation criteria stipulated in this tender document |
| 8. | Availability of Tender Documents (Date and Time) | From 10-06-2022 |
| 9. | Availability of Tender Documents (Website Details) | http://www.coalindia.in http://www.eprocure.gov.in https://coalindiaticenders.nic.in |
| 10. | Format of Submission of Bid | Bids to be submitted in two parts - Technical Bid and Financial Bid |

| Tender inviting authority | Contact Person(s)/Tender Dealing Officer(s) |
|--|--|
| 1. Executive Director (Corporate Affairs & Business Development), Coal Videsh & International Cooperation Division, CIL | 1. Mr. Sagar Sen, Chief Manager (Mining), Coal Videsh & International Cooperation Division, CIL email: ssen2.cil@coalindia.in Ph: +91-33-7110-4656 Mob: +91-9433863605 2. Sujay Halder, General Manager (M&S), Marketing & Sales Division, CIL Email: sujay.halder@coalindia.in Ph: +91-33-7110-4138 Mob: +91-9830247252 |
| The detailed method for participating in the e-Tender is available on links “Help for Contractor” and “Bidders Manual Kit” in CIL’s e-Tender portal. The Applicants may also seek help from the helpdesk on 24x7 Toll Free No. 0120-4001 002, 0120-4001 005, 0120-6277 787. All queries will be answered in English / Hindi only | |

2. **Time Schedule of Tender:**

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



| Sl. No. | Particulars | Date / Time |
|---------|---|---------------------------------|
| 1 | Date of publication of the Tender on the portal | 10-June-2022 |
| 2 | Last Date and Time for submission of pre-bid clarifications (one-time clarification), if any | 16-June-2022 (17:00 hrs IST) |
| 3 | Date and Time of pre- bid meeting | 17-June-2022 (16:00 hrs IST) |
| 4 | Last date for receipt of both Techno– Commercial bid (Cover-I) and Price bid (Cover-II) Bid Receipt Date & Time | 05-July-2022 (15:00 hrs IST) |
| 5 | Techno-Commercial bid (Cover-I) opening Date & Time | 05-July-2022 (17:00 hrs IST) |

Note:

Bids are to be submitted Single Stage – Two Cover i.e., the Techno-Commercial Bid and the Price Bid, as specified above.

No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

Date & Time for opening of Price Bids shall be intimated separately, through e-procurement portal, to the bidders whose Techno-Commercial Bid are found to be acceptable.

3. Earnest Money Deposit (EMD):

The bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) of INR 1,00,00,000 (One Crore Indian Rupees Only). In case of foreign bidder, the value of EMD shall be US Dollar (USD) 1,28,950 (USD One Lakh Twenty Eight Thousand Nine Hundred Fifty Only) The EMD has to be deposited in online mode in CIL’s Bank Account within the last date and time for bid submission. Any Bid not accompanied by an acceptable EMD shall be summarily rejected by the employer as non-responsive and returned to the Bidder without being opened. The bidder cannot claim interest and or any other form of compensation at the time of refund of such EMD.

4. Clarification of Bid:

The bidder may seek one-time clarification on-line within the specified period. The management will clarify to the relevant queries. Non-furnishing of clarification to any of the queries by the bidder shall not be construed as any default on the part of CIL and cannot be ground for stalling the bidding process

5. Pre-bid Meeting:



The pre-bid meeting shall be held online as per the scheduled date & time, as specified in this document. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. Inability of the bidder to attend the pre-bid meeting on account of any technical glitches or otherwise cannot be a ground for extension of time for seeking pre-bid clarifications or for stalling the bidding process in any manner whatsoever

a) User Portal Agreement:

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

b) Eligibility Criteria/ Qualification Requirement for the Bidders:

The Bidder can be an individual firm meeting the qualifying requirements stipulated hereunder as per Clauses A and B;

OR

The Bidder can be a Consortium of maximum three (03) firms meeting the qualifying requirements stipulated hereunder as per Clauses A and B collectively.

Each partner of Consortium shall meet at least 25% of Technical Criteria Requirement mentioned at Clause A1 or Clause A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause B1 and the Consortium, as a whole, shall meet 100% of Technical Criteria Requirement mentioned at Clause A1 and Clause A2 and 100% of Financial Criteria Requirement mentioned at Clause B1. Net worth criteria as per Clause B2 shall be met by each partner of the consortium.

All bidders shall have place of business/establishment in India. In case of consortium lead partner shall have place of business/establishment in India.

A Technical Criteria for Bidder:

A1 The Bidder should have imported / exported and supplied a minimum of 1.50 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve (12) months in one or multiple contracts during the preceding seven (7) financial years along with the current financial year up to the date publishing of this tender document

In support of the aforesaid experience, the Bidder shall furnish:

Supply Experience certificate from buyer and:

Certificate in original from Statutory Auditor(s) of the Bidder



AND

A2 The Bidder should have handled, including port operations and loading for dispatch through Indian Railways, a minimum of 1.50 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, in any continuous twelve (12) months in one or multiple contracts during the preceding seven (7) financial years along with the current financial year up to the date publishing of this tender document

In support of the aforesaid experience, the Bidder shall furnish:

Handling Experience certificate from the Buyer and;

Certificate in original from the Statutory Auditor(s) of the Bidder.

Financial Criteria for Bidder:

B1 The average annual net revenue from operations of the Bidder in the latest three (3) audited financial statements (FY2019, FY2020 and FY2021) should not be less than INR 770.00 Crore (Indian Rupees Seven Hundred Seventy Crore only). If audited financials of FY 2022 are also available, then revenue from operations of FY 2020, 2021 and 2022 shall be considered.

Explanation: Net Revenue from Operations here means the Net Operating revenue that a company generates from its primary business activities, and it shall not include other income of the Applicant.

And

B2 The Net Worth of the Applicant as per the latest audited balance sheet should be positive.

Explanation: Net worth in relation to applicant shall mean net worth as per Companies Act of India, 2013

Note to Financial Eligibility Criteria:

- If the Applicant entity does not meet the Financial Eligibility Criteria, then consolidated financials of the immediate or ultimate holding company of the Applicant entity can be used to fulfil the Financial Eligibility Criteria. Holding Company in relation to the Applicant shall mean Holding Company defined as per Companies Act of India. In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format acceptable to the Owner, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.



- In support of the financial eligibility criteria the bidder shall submit Audited Financial Statements for last three financial years (FY19, FY20 & FY21). If audited financials of FY 2022 are also available, then audited financials of FY 2020, 2021 and 2022 shall be submitted for the purpose of financial eligibility criteria.
- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Net Revenue from Operations in INR converted in accordance with the reference rate of RBI/FBIL as of the last date of the relevant financial year.
- Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm are to be submitted along with the Bid document.
- Financial year here means the period of 12 months for which the annual account of the entity is being prepared.
- Net worth as per clause above of all the parties in case of consortium shall be positive.

NOTES:

- i) “Holding Company” and “Subsidiary Company” shall have the meaning described to them as per Companies Act of India.
- ii) The term ‘date of bid opening’ would mean the date of Techno-Commercial bid opening.
- iii) A firm can be a partner in only one Consortium; bids submitted by Consortium including the same firm as partner will be rejected.
- iv) Failure to meet the above Qualification Requirement shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above
- v) The Consortium shall necessarily identify one of the partners as lead partner. The members of the Consortium (other than the lead partner) are required to execute and submit a power of attorney in favour of the lead partner authorizing the lead partner to do all such acts in performing the contractual obligations arising out of the present tender document on behalf of them.
- vi) The Consortium Bidder shall provide, along with the bid, a signed and stamped Consortium Agreement, as per the format enclosed in the bid documents in which the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.



- vii) In the event of award to Consortium the performance security deposit in the form of bank guarantee, shall be in the name of the Lead Partner of the Consortium
- viii) Dry (bulk) solid commodity mentioned at A, as stipulated under “Qualifying Requirement” of this document, means dry solid bulk cargo covered in Annexure 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3
- ix) Any ‘Bidder from a country which shares a land border with India’, as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

c) Submission of Bid:

- a. The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.
- b. Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online/under annexures information submitted by the bidder are to be uploaded by the bidder while submitting /their bid.
- c. Letter of Bid (LoB): The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission. 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 CIL’s e-procurement portal and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the 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 Owner with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.



9. Bid Submission:

All bids are to be submitted on-line on CIL's e-procurement portal <https://coalindiatenders.nic.in> within the specified period. No bid shall be accepted after the bid submission deadline for any reason whatsoever.

10. System Requirement:

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender in CIL's e-procurement portal. Under any circumstances, CIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

11. Rejection of Bid:

CIL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids at any time during the process without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action. CIL reserves the right not to accept the lowest offer without assigning any reason whatsoever and the right to negotiate with any or all of the Bidders on any terms and conditions. Such discretion exercised by CIL cannot be questioned by the bidders before any Court of law or otherwise

12. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the Bids with the Bidder's participation to be disqualified

13. Conflict of Interest:

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if :

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have business 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
- d) In case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business.

All such Bidders having a Conflict of interest, shall be disqualified.



14. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.

15. Technical Specifications:

The bidder shall closely study all specifications in detail, which govern the rates for which he is tendering.

16. Currencies of Bid and Payment:

Prices shall be quoted in the following currencies:

- a) The bidder shall quote FOB Coal Price, Ocean freight and Marine Insurance Charges in US Dollars.
- b) Other components of total FOR price including all incidental costs viz. Port & Inland Handling charges, statutory taxes & duties (including custom duty if applicable) and Insurance including third party Insurance etc. included in the bid price shall be considered in Indian Rupees.

The payments to the successful Bidder shall be made in equivalent Indian Rupees for FOR Coal Price at the Delivery Points.

17. Date of Commencement of Work or Zero Date:

The date of commencement of work or Zero Date shall be reckoned from the issue of letter of award.

18. Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

19. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such Bidders who resort to canvassing shall be liable for rejection.

20. Letter of award (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dashboard prior to expiration of the bid validity period. On issuance of Letter of Award (LOA)/Work Order of the tender issued by the Company, Performance Guarantee must be submitted by the contractor within 21 days of issuance of work order/LOA, failing



which the award of work shall be cancelled and the Bidder will be banned for 02(Two) years from being eligible to submit Bids to CIL and its subsidiaries. In case of Consortium, the banning shall also be applicable to all individual partners of the consortium.

On receipt of Letter of Award (LOA)/Work Order of the tender issued by the Company, the successful Bidder shall execute contract agreement in the company’s prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA/work order shall entail cancellation of LOA/work order and the Bidder will be banned for 02(Two) years from being eligible to submit Bids to CIL and its subsidiaries. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

21. Execution as per Delivery Schedule:

Coal shall be imported as per the delivery schedule/firm order/indent given by CIL to the successful bidder. The firm order/confirmed delivery schedule by CIL shall be given on the basis of orders/indents that CIL would be receiving (from purchaser) from time to time till 30th June 2023. (For avoidance of doubt it is clarified that the timeline for delivery of coal (3.00 MMT which may be increased up to 6.00 MMT) shall start from the date of issuance of firm order/delivery schedule/indent placed by CIL to the Vendor which may be before the execution of the contract as per the clause 20 of e-tender notice). Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL.

It shall be noted that the total quantity mentioned in the document is subject to revision based on the actual orders placed to CIL by purchasers and subsequently by CIL to the vendor. CIL to ensure that Minimum order per indent/delivery schedule to be made to the vendor would be ~50,000 Metric Tonnes. However CIL reserves the right to not place any firm order, in case of non-receipt of firm order from purchaser to CIL, within the currency of contract.

This tender is for concluding a medium-term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency

22. Bid Validity:

The validity period of the tenders shall be **90 (Ninety)** days after the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Owner may request the bidders to extend the period of validity for a specified additional period. The employer’s request and the bidder’s responses shall be made in writing or by e-mail. A bidder may refuse the request. In case the Bidder refuses the request to extend the period of validity then no banning/ any penal action-will be taken against the Bidder. A bidder agreeing to the request will not be required or permitted to modify his bid.



The Bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the Bidder violates to abide by this, the Company will be entitled to take action as per this tender document.

23. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. The system of on-line withdrawal is available on the e-procurement portal up to end date of bid submission.

24. Restriction of bidder from a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder" from a country which shares a land border with India" for the purpose of this order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.



- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the ownership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

25. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

26. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions(if any), Technical Specifications, drawings(if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.



27. Subletting of Work:

No subletting of work as a whole by the contractor is permissible. Prior permission is required for engagement of Sub-Contractor.

The contractor shall specify major items of supply or services for which he proposes to engage Subcontractor(s)/ Sub-Vendor (s) in its bid.

28. Implementation of Employee Provident Fund (EPF):

The Bidder shall have to ensure implementation of EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

29. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more Bidder(s) or accept the tender in part and not in its entirety, at its sole discretion.

30. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender, shall be dealt as per this tender document.

31. The laws applicable to this contract shall be the laws in force in India. High Court of Calcutta shall have exclusive jurisdiction in all matters arising under this contract.

32. If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

33. Integrity Pact (applicable):

The bidders are requested to go through the integrity pact which is a part of the tender document. Following Independent External Monitor(s) are appointed for this tender, whose contact details are indicated as under:-

| | | |
|----------------|------------------|------------------------------|
| Name of IEM(s) | Sri Sudhir Kumar | Ms. Nirmal Kaur, IPS(Retd.), |
|----------------|------------------|------------------------------|

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON "FOR DESTINATION" BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



| | | |
|-------------------------|--|---|
| Address | B-128, Triveni SFS, Sheikh Sarai-1, Delhi-110017 | House no.8, Plot – 615, Road no. 17, Jawahar Nagar, Mango, Jamshedpur, Jharkhand – 832110. |
| E-mail & Contact Number | The Mobile-09871054454 | nirmalkaur1983@gmail.com Mobile – 9304795041 |

Sd
/-
Executive Director (CA&BD), CIL



SECTION -1

INSTRUCTION TO BIDDERS

1. CIL invites online bids on Single Stage – Two Cover bidding basis (Two Part: Techno-Commercial Bid & Price Bid) from eligible bidders for subject Package, as per the Scope of Work mentioned hereinafter. Bidding for the package “SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA” is open to bidders from within/outside the Employer’s country, subject to fulfillment of conditions specified in this tender document.
2. Coal India Limited (hereinafter referred to as CIL or the Owner or the Employer or the Supplier) plans to import coal of quantity 3.00 MMT with the provision of doubling the quantity to 6.00 MMT from any country/origin other than India of specifications given in the Bidding Documents, for delivery on FOR Destination basis on As and When required basis. The bid evaluation (price evaluation) for this bid would be based on the quoted price for delivering 3.00 MMT coal to a port on the Western coast of India and loaded on wagon. The quantity of various shipments (Minimum order per indent to the vendor would be ~50,000 Metric Tonnes) would be on As and When required basis.
3. Coal India Limited intends to import coal of specifications mentioned herein given “FOR Destination” basis at delivery points of various GENCOs and IPPs (herein referred to as “Purchaser”), which shall be intimated to the vendor post execution of the back-to-back agreement with the purchaser as well as execution of the medium-term contract with the vendor as stipulated in this NIT, for quantities given on a packaged basis offered at the Western coast of India. The timely supply of imported coal as per delivery schedule is the essence of contract. Total quantity of imported coal shall be delivered within 30 days of receipt of the firm order/indent to be furnished by CIL to the vendor, the date of placement of such firm order/indent shall be up to 30th June, 2023. Delivery schedule may be extended further and modified at the sole discretion of Coal India Limited.
4. Coal shall be imported as per the delivery schedule/firm order/indent given by CIL to the successful bidder. The firm order/confirmed delivery schedule by CIL shall be given on the basis of orders/indents that CIL would be receiving (from purchaser) from time to time till 30th June 2023. (For avoidance of doubt it is clarified that the timeline for delivery of coal (3.00 MMT which may be increased up to 6.00 MMT) shall start from the date of issuance of firm order/delivery schedule/indent placed by CIL to the Vendor which may be before the execution of the contract). Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL.
5. It shall be noted that the total quantity mentioned in the document is subject to revision based on the actual orders placed to CIL by purchases and subsequently by CIL to the vendor. CIL to ensure that Minimum order per indent/delivery schedule to be made to the vendor would be ~50,000 Metric Tonnes. However CIL reserves the right to not place any firm order, in case of non-receipt of firm order from purchaser to CIL, within the currency of contract.



6. The Bidders shall declare the coal mine(s) of origin other than India from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents along with their bids. The Successful Bidder shall supply imported Steam Coal sourced from identified mine(s) as declared by the bidder on As and When required Basis, arranging vessels, stevedoring, handling, storage, port clearances (including payment of all applicable taxes and duties including custom duty wherever applicable), arranging Railway rakes, loading, transportation and delivery at the respective power stations. All other activities including clearing and forwarding of the consignments like Customs Clearance, coordination with Ports, Railways and any statutory authorities shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination with coal mine (s) in any country/origin other than India, coordination at load port, discharge port, Railways handling agents etc. shall also be part of Scope of Work of the Successful Bidder. Unloading of Coal at Delivery Point end from Railway Wagons shall be arranged by Purchaser.
7. This tender is for concluding a medium term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal to purchasers at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency.
8. The Indicative list of Ports in Western Coast of India that will have to be utilized for imports of steam coal are given below:

| Coastline | Tentative Quantity (MMT) |
|--|--------------------------|
| Western Coast Ports of India (Pipavav, Mundra, Dahej, Navlakhi, Mormugao, Dharamtar, New Mangalore & any other ports that may be required for coal import as per the scope of work) | 3.00 |

The vendor shall take in cognizance the recommended ports for delivering coal to Power plants as stipulated under **Annexure-26: LOGISTIC PLAN FOR EVACUATION OF IMPORTED STEAM COAL FOR POWER HOUSES**

Bidder has to quote their prices for the quantity mentioned in the BOQ and Price schedule in Excel sheet format enclosed along with the Bidding document in accordance with provisions of the Bidding documents.

9. The prospective bidders are invited to submit their Bid comprising of Techno- Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents. Methodology



for submission of bids has been detailed hereinafter in this bidding document.

10. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process, are not reimbursable by the owner, and the owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
11. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Decision of Owner will be final and binding in this regard.
12. CIL reserves the right to amend/alter/add/delete any provision of this document or of the future contracts arising out of this tender
13. The successful bidder shall have to furnish the Performance Security Deposit in the form of Bank Guarantees towards Contract Performance as per CIL's formats to secure CIL's interest depending upon the nature of the transaction to be determined on the basis of tender. The successful bidder shall also have to furnish Advance Payment Bank Guarantee for Initial Payments, if applicable, as per CIL's formats.
14. The Successful bidder should obtain all necessary clearances and other related statutory requirements etc. as applicable for import and supply of Imported Steam Coal on FOR Power station destination basis from the concerned authorities, without any additional cost to the CIL
15. Multiple bids by the same person (individually or as a part of a Consortium/Subsidiary) are not allowed. Any person that controls (directly or indirectly) a bidder or a member of the bidding Consortium /Subsidiary, or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium/Subsidiary, shall not bid on its own or as a member of a Consortium/Subsidiary for which the bidder or the bidding Consortium/Subsidiary has submitted a bid.

For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause the terms 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

16. **Passage of Title:**

Once delivery of Imported Steam Coal has been effected at the Delivery Point by Vendor, the property/title and risk of Imported Steam Coal so delivered shall stand transferred to Purchaser subject to payment of the Price by the Purchaser to CIL and by CIL to the successful bidder in terms of the Agreement and the Back- to-Back Agreement for Supply of Imported Steam Coal. Thereafter Vendor



shall in no way be responsible or liable for the security or safeguard of the Imported Steam Coal so transferred.

For the purposes of the above, the consignee in the railway receipt and/or other transportation documents should either be the vendor itself or it should be made to the order of the vendor. Once the Imported Steam Coal reaches the delivery points as defined in the tender documents, the vendor would endorse the railway receipt and/or other transportation documents in favour of CIL and CIL in turn would endorse it in favour of the purchasers for transfer of title in the goods.

17. Port of Discharge/Unloading:

The successful bidder shall complete all the necessary formalities for custom clearance, freight forwarding and final assessment of bill of Entry.

The successful bidder at its cost and expenses, will be responsible for each and every shipment of coal and shall be responsible for the timely arrangement of customs clearance of the coal and payment of Custom duty amount to the Authority along with applicable interest, penalty or other charges, as the case may be. In case of any demand by authorities and/or issuance of “Provisionally Assessed” bill of entries, it shall be within scope of successful bidder to get the same sorted out within custom authorities. It shall be duty of successful bidder to ensure that all rebates/ concessions/ allowances introduced by customs authorities including reduction in rate of custom duty, if any, from time to time are availed of and passed on to CIL. A certificate to this effect shall be given with the invoice. In case of the ocean going vessel, discharging being delayed due to non-successful customs clearance, time used will count as lay time and any demurrage will have to be borne by the successful bidder.

Demurrage due to delayed unloading of coal at Discharge Port, customs clearance, port handling, delay in loading/placement of railway rakes etc. shall be to the account of Successful Bidder as per Technical Specifications of Bidding Document.

18. General Guidelines for all BGs:

- i. The BG's shall be stamped in accordance with Stamp Act, if any, of the Country of the issuing bank.

The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher.

Where a BG is issued by a bank outside India, the same also needs to bear stamp duty of appropriate value applicable to the location of CIL where BG is to be submitted.

In case the BG has been issued by a Foreign Bank outside India other than those specified in the bidding documents, the same should be confirmed by one of the banks, acceptable as per bidding documents.

In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly stamped.



- ii. The date, purpose and name should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is being issued.
- iii. The name and designation of the Authorized Officer of the Bank executing the BG and his power of Attorney/ Signing Power No. should be duly indicated in the B.G.
- iv. Each page of the BG should be duly signed/ initialed by the executants and Stamp of the Bank is affixed thereon. The last page of BG should be signed with full particulars including the name of authorized signatory, full postal addresses, telephone number, fax number etc. under the seal of the Bank as required as per the prescribed proforma in the Bid documents.
- v. Confirmation of BGs through Structured Financial Messaging System (SFMS)

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) to Employer's Beneficiary Bank whose details are provided in the General Conditions of this NIT.

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System).

19. Bidding Documents:

The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

20. Clarification on Bidding Documents:

A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-procurement portal within the specified time. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives not later than the date of Pre-Bid Conference. EMPLOYER will post the Clarifications at e-tender portal and Bidders can view these clarifications once they are posted. Bidders are also advised to regularly check e-tender portal regarding posting of clarification/Corrigendum, if any. Non-issuance of any clarification by CIL cannot be a ground for stalling the bidding process.



“Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified”.

Should the clarification result in changes to the essential elements of the Bidding Documents, the owner shall amend the Bidding Documents following the procedure as per this tender document.

21. Amendment to Bidding Documents:

At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendments will be posted at e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

22. Pre-Bid Conference:

The bidder or his authorized representative may attend Pre-bid Conference. The purpose of the Conference will be to clarify any issue regarding the Bidding Documents. The Bidder is requested to submit questions through the tender portal prior to the clarification end date & time and notify through e-mail regarding posting of queries. The Owner’s responses to the queries raised by the bidder in writing will be posted at the e-tender portal. Bidders are also advised to regularly check e-tender portal regarding posting of clarification etc, if any. Non-attendance at the Pre-bid Conference will not be a case for disqualification of a bidder and cannot be a ground for stalling the bidding process.

23. Preparation of Bid:

The Bid shall comprise of two categories of documents: One the Techno- commercial Bid and the other the Price Bid.

Bids are to be submitted complete in all respect with requisite information, Certificates, Annexure and Bid Sheets. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the person(s) who signs the bids.

A Power of Attorney, duly authorized by a Notary Public, is required to be submitted by the bidder indicating that the person(s) signing the bid has/have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. The Required documents are to be uploaded in different submission folders as indicated in the Bid Submission Checklist, included in the Annexure section of this document. The four folders are “LoB”, “Eligibility”, “Commercial” and



“Others”.

For preparation of Bid, Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid.

24. Bid Submitted by Consortium:

Bids submitted by a Consortium of maximum three (03) firms as partners, if so permitted in the Qualifying Requirements, shall comply with the following requirements:

- i) The Power of Attorney by each Partner of Consortium in favour of their respective signatory shall be submitted.
- ii) The bid shall include all the information required as per Qualifying Requirements for each consortium partner.
- iii) The bid shall be signed so as to be legally binding on all the Partners.
- iv) One of the Partners shall be designated as Lead Partner, the authorization for which shall be evidenced by submitting the bid along with a Power of Attorney signed by legally authorized signatories of all the consortium Partners.\
- v) All partners of the Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms and should have adequate experience as per Qualification Requirement stipulated in bidding documents before forming the Consortium in the required field.
- vi) Original agreement entered into by the consortium partners as per the format provided in the Bidding Documents shall be submitted with the bid.
- vii) A firm can be a partner in only one consortium; bids submitted by Consortia including the same firm as partner will be rejected.
- viii) The Lead Partner shall be authorized to receive instructions for and on behalf of any and all Partners of the consortium and the entire execution of the Contract, shall be done exclusively with the Lead Partner. CIL may release payment to the Lead Partner and/or to any of the consortium Partner (s) duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to CIL, in case of award of contract to a consortium. The Authority of the Person issuing the Power of Attorney shall also be submitted by the bidder.

25. Language of Bid:



The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and CIL shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern. “The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India”

26. Bid Currency:

Prices shall be quoted in the following currencies:

- a) The bidder shall quote FOB Coal Price, Ocean freight and Marine Insurance charges in US Dollars (USD).
- b) Other components of total FOR price including all incidental costs viz. Port & Inland Handling charges, statutory taxes & duties and Insurance including third party Insurance etc. in the bid price shall be considered in Indian Rupees.

The payments to the successful Bidder shall be made in equivalent Indian Rupees for “FOR Destination” at delivery points of Purchasers.

27. The Bidder has to quote their prices as per the price schedule in Excel sheet format enclosed along with BOQ sheet in the Bidding document
28. The bidder has to quote for the entire quantity of the Package as mentioned in the Price schedule/BOQ, Bidding Document. It is mandatory for each bidder to quote the prices as per the provisions of the bidding documents.
29. The Bidder has to quote for the entire package in BOQ sheet as per the detailed calculations shown in Excel Sheet of the Price Schedule.
30. The bidder should not have been blacklisted/ banned for participation in tenders issued by any government/semi government companies/ PSUs in India as on the due date of submission of bid. The documents furnished by the bidder should be true including the contents thereof. The bidder shall submit declaration as per Annexure 16
31. Bidder shall undertake that they shall deal directly with CIL and will not engage any Agent to deal with CIL. Compliance to this provision shall be confirmed by the bidder.
32. The bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) as defined below.

Amount of EMD: INR 1,00,00,000/- (Indian Rupees One Crores only).



In case of foreign bidder an Amount of EMD: USD 1,28,950/- (US Dollars One Lakh Twenty Eight Thousand Nine Hundred Fifty only).

33. EMD of the Bidders whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The EMD of the Bidders who are unsuccessful after opening of Price Bids shall be returned immediately after placement of award on the successful bidder.

The EMD of the Successful bidder to whom the award is placed will be returned when said Bidder has signed the Contract Agreement and has furnished the required Contract Performance Guarantee.

34. **Earnest Money Deposit (EMD):**

A. Submission of EMD

In Indian Rupees (INR)

The value of the Earnest Money to be submitted by the Bidder shall be Rs. 1 Crore (Rupees One Crore only). The Earnest Money has to be deposited through online mode within the last date and time for submission of bids, failing which the bid will be deemed to be non-responsive.

Earnest Money can be deposited by following modes only:

- (a) Online fund transfer through Net banking using Payment Gateway available on portal.
(b) NEFT/ RTGS from any Scheduled Commercial Bank to the Virtual Pool Account of the Owner strictly as per the challan generated by the bidder on e-procurement portal.

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

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

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

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

In US Dollars (USD)



The value of EMD to be submitted by the foreign bidder shall be USD 1,28,950 [USD One Lakh Twenty Eight Thousand Nine Hundred Fifty only]. The amount of EMD has to be credited in Owner’s Bank Account within the last date and time for submission of bid, failing which the bid will be deemed to be non-responsive.

Foreign bidders will have to remit the EMD of USD 1,28,950 directly to the Owner’s Bank Account mentioned below:

Account Name: Coal India Limited

A/C no: 10373629359,

Bank: State Bank of India,

Branch: Corporate Accounts Group,

Reliance House, 2nd Floor,

34, Jawaharlal Nehru Road,

Kolkata- 700 071, India

IFSC Code: SBIN0009998

Swift Code: SBININBB175

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

The remittance of EMD of USD 1,28,950 to the above Bank Account shall be the net remittance excluding all commissions, costs and charges levied by the remitting foreign and Indian banks. In case of refund of EMD submitted in USD, all charges towards such refund shall be borne by the Owner.

Foreign bidder may also submit EMD in INR through its Indian Agent/Partner named in the bidding documents.

Notes:

- a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The net payment credited to the Owner’s bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.
- b) Physical mode of payment, i.e., Banker cheques / Demand drafts etc. are not acceptable.
- c) The Owner shall not be liable to pay any interest or any other compensation by whatever name called on the amount of Earnest Money Deposit.

B. Exemption from EMD



State/Central Government Organizations/PSUs and Micro and Small Enterprises [MSEs] (for the tendered items) are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting “yes” option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

| Sl. No. | Category of bidders | Documents required for exemption of EMD |
|---------|--|---|
| 1 | State/Central Government Organizations/ PSUs | Self- declaration |
| 2 | Micro and Small Enterprises [MSEs] | Public Notary Attested copy of any of the following documents:- Registration certificate for the tendered item issued by District Industries Centres 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, Or Udyog Aadhaar Memorandum issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-II) signed by DIC. |

C. Refund of EMD

EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.

In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Bidder.

If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.

The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit/ Performance Guarantee from the bidder.

If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment.

No interest or any other compensation by whatever name called can be claimed by the bidder on the EMD amount so refunded



D. Forfeiture of EMD

The EMD shall be forfeited in any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc:

- a) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender but after last date of submission of tender.
- b) If the bidder withdraws or varies its Bid during the period of bid validity.
- c) If the bidder does not accept the correction of its Bid Price;
- d) If the bidder refuses to withdraw, without any cost to the owner, any deviation found anywhere in the Bid
- e) In the case of a successful bidder, if the bidder fails within the specified time limit;
 - i) to sign the Contract Agreement,
 - ii) to furnish the required Contract Performance Guarantee / Security Deposit,
- f) If the bidder/his representative commits any fraud while competing for this contract.

35. No deviation, whatsoever, is permitted by CIL, to any provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all terms & conditions may appropriately be taken into consideration.

36. Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Corrigendum(s)/ Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Owner.

37. EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

38. The bidder is to ensure that its bid initially shall remain valid and open for acceptance for Ninety (90) days after the end date of opening of Techno-Commercial Bid. The bid valid for shorter period shall be rejected by the owner as being non-responsive.

39. In exceptional circumstances, Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by e-mail. A Bidder may grant or refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

40. **Bid Prices:**



For quoting the Bid Prices, the Bidder are expected to take into account the requirements and conditions of the bidding documents. The Bid Prices shall be quoted in price schedule in Excel sheet format, in accordance with provisions of the Bidding documents.

The Bidder has to quote for the entire package in BOQ sheet as per the detailed calculations shown in Excel Sheet of the Price Schedule.

The prices are to be quoted by the Bidder in a currency and as per the format provided in the bidding documents. The quoted prices are to remain valid during the entire period of the Contract, till the complete execution. The quoted unit rates of bidders under the various components in price schedule in Excel sheet format are to remain valid irrespective of the quantities considered for award to the bidder by the Employer, as per award criteria specified elsewhere in the Bidding Documents.

All charges for the entire scope of work should be included in the quoted price and the same should be for entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. Bidders shall give a breakup of the prices in the manner and detail called for in respect of the quantity mentioned in the Price Schedule in the Bidding documents.

The terms EXW, FOB, CFR, CIF, FOR etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

Base CFR Price of the Imported Steam Coal is to be quoted in two components of FOB Coal Price & Ocean Freight up to Indian ports. Base FOB Coal Price & Ocean Freight quoted shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, based on indexation as per Pricing Methodology and adjustment on quality variations etc, as indicated in the bid documents.

Other components of FOR Coal Price at Delivery Point (excluding Railway Freight/ IWT Freight) shall comprise Port & Inland Handling charges and other incidental charges including Wharfage, Stamp Duty, Pollution Cess, Terminal Charges, Wagon Haulage, Siding Charges, Stevedoring, Handling, Clearing & Forwarding charges, Insurance charges and applicable Taxes and Duties including Custom Duty wherever applicable (except for GST on FOR Coal Price and GST Compensation Cess), which shall remain firm during the currency of the Contract.

Except for GST on FOR Coal Price and GST Compensation Cess as indicated in Price Schedule, Bidder shall include all other Statutory Taxes, Duties & Levies, Stamp duty and other incidental charges for supply of Imported Steam Coal etc. in their “Bid Price”. While quoting, the Bidder is to take into



account all the rules, regulations & notifications of Government of India, currently in vogue.

The Bidder shall consider, in their Bid Price, the available concessional duty applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is to be imported. Bidders may note that, as per the Customs Circular dated 21.10.2013, the prevailing Basic Customs Duty (BCD) @ 'Nil' in case of importing coal from Indonesia.

For avoidance of doubt, it is clarified that for payment/re-imbusement purpose, variation in GST on FOR Coal Price and GST Compensation Cess shall be dealt with in line with the provisions of GCC.

Under GST regime, if input tax credit (ITC) benefit is available to the bidder, Bidder to quote their Price bids taking the same into consideration. CIL shall not be in any way, responsible for the same.

The exchange rate for the purpose of bid computation shall be considered as last published RBI/FBIL Reference Rate at the time of opening of price bid.

For the purpose of payment/reimbursement to the bidder on account of Taxes, duties & levies the impact of Indexation on CFR Coal Price on Component of Price Schedule shall be considered.

41. Fraud Prevention Policy:

The Bidder along with its associate/collaborator/subcontractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of Owner, if applicable. The bidder shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.

42. Submission of Bid:

The Techno-Commercial Bid comprises inter-alia of following documents:

- EMD shall be furnished in accordance with this tender document.
- Power of Attorney: Bidder shall be required to submit the Power of Attorney of the Bidder / Consortium partners, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid.
- Consortium Agreement (If applicable) shall be submitted by Bidder in original along with the bid.
- Declarations of not being Blacklisted/Banned etc. as per Annexure-16B shall be submitted by



Bidder in original along with the bid.

- Certificate from Statutory Auditor(s) of the Bidder confirming the supply and Handling Experience Certificate from Buyer shall be submitted by Bidder in original along with the bid
- The documentary evidence establishing technical qualification as per Annexure 5 and financial qualifications as per Annexures 6 & 7.
- Any other document, bidder feels is important to establish the qualifications and fulfill the tender requirements.
- Check List for Techno – Commercial Bid Submission
-

Note: The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.

43. **Authentication of Documents**

- I. All bidders are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.).

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

- II. The Certificate from Statutory Auditor(s) in support of qualification under A1 & A2 of Technical Criteria, sought as per Technical Qualification Criteria shall necessarily have to be submitted by bidder from their Statutory Auditor.

Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by Statutory Auditor of the bidder, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.

- III. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s). All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and Statutory Auditor.



44. **Price Bid**

The Unconditional Price Bid Submission, duly completed together with the following attachments and price schedule be submitted online on the e-tender portal:

-
- Price Schedule updated in line with provisions of this tender

Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.

45. **Deadline for Submission of Bids**

Bids (Techno-commercial bid and price bid) shall be submitted in compliance to the provisions of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the employer.

In the event of the specified date for submission of bids being declared a holiday for the Owner, the bids will be received up to the appointed time on the next working day.

The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause 17 in which case all rights and obligations of Owner and Bidders will thereafter be subject to the deadline as extended.

46. **Modification and Withdrawal of Bids**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. The system of on-line withdrawal is available on the e-procurement portal up to last date of bid submission.

47. **Bid Opening and Evaluation**

The Employer will first open Techno-Commercial Bid, on the date and at the place specified at above/ any subsequent communication from the employer. Bidder's attendance during the Techno-Commercial Bid opening in CIL premises is not envisaged. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.



The date and time for opening of price bids shall be intimated through e-procurement portal after completion of evaluation of Techno-Commercial Bids.

Only those bidders who are eligible by fulfilling the laid down criteria of the relevant stage of the bid will be able to check bid opening status through e-tendering portal.

After the evaluation process of Techno-Commercial bid is completed, Employer will inform, through e-procurement portal, the eligible Bidders in writing regarding date, time and venue set for the opening of Price Bid/ any subsequent communication from the employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, and/or not meeting the Qualifying Requirements, their respective Price bid will be rejected and shall not be opened. The unsuccessful bidders cannot question the evaluation process employed by CIL as the same shall be uniformly applicable to all the bidders

Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid is found to be responsive, will be opened online. Bidder's attendance during the Price Bid opening in CIL premises is not envisaged.

48. Contacting the owner

No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the Contract is awarded. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or Contract award decision may result in rejection of the Bidder's bid.

49. Preliminary Examination of Techno-Commercial Bids

CIL will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order. During evaluation and comparison of bids, the owner may, at his discretion ask the bidder for clarification on its bid. The request for clarification shall be communicated to the bidder via the e-tender portal, asking the bidder to respond by a specified date which shall not be later than 4 working days, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. The clarification process shall be one time and depending on the outcome, such tenders are to be ignored or considered further. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.

The Owner may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The bidders cannot claim such waiver as a matter of right.

Prior to the detailed evaluation, CIL will determine whether each bid is of acceptable quality, is



complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that

(a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner's rights or the Successful bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

50. **Detailed Evaluation of Techno-Commercial Bids**

Techno-commercial Bids, prepared and comprising details/documents submitted by Bidders will be evaluated as described below:

CIL will carry out a detailed evaluation of the Techno-Commercial Bids, previously determined to be responsive, in order to determine whether the various aspects are in accordance with the Technical and Commercial aspects and requirements set forth in the Bidding documents. In order to reach such a determination, the owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the various factors, like overall completeness and compliance with the Technical Specifications. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness. The judgment of CIL for evaluation of Techno-commercial Bids cannot be questioned by any bidder. The bidders cannot demand CIL to provide the manner of evaluation and reasons for rejection of bids.

The Techno-commercial examination will ascertain that the bidder fully meets the Qualifying Requirements, stipulated for the works.

Bidder may note that CIL may in its discretion, decide not to give effect to any deviations, variations and additional conditions etc. found anywhere in the bid, in evaluation of bids and it will be assumed that the Bidder complies to all the conditions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer.

After the evaluation process of Techno-commercial Bid is completed, Owner will inform the eligible bidders, in writing, regarding schedule of Price Bid Opening.

51. **Evaluation of Price Bid**



Price Bid, prepared and submitted comprising details / documents by Bidders found eligible after evaluation of Techno- Commercial Bids, submitted in accordance with the tender document will be evaluated as described hereinafter:

To facilitate evaluation and comparison, all bid prices shall be converted into Indian Rupees, as applicable, as per the following:

Source of exchange rates: The exchange rate for evaluation of price bid shall be considered as last published RBI/FBIL Reference Rate applicable at the time of opening of price bid.

The Bidder has to quote as per the detailed calculations are as shown in Excel Sheet of the Price Bid.

Arithmetical errors, if any, will be rectified on the following basis:

If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly. If the Bidder does not accept the correction of errors, its Bid will be rejected.

The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. The Bids shall be evaluated as computed in the price bid.

52. Evaluation Criteria

The Evaluated Bid Price (EBP) of each Bidder shall be arrived at, by summation of the (i) arithmetically corrected quoted “FOR Unloading port” the Western Coast of India, wherein the Coast line wise quantity for coal imports shall be intimated to the bidder by CIL, for the purpose of this bid the quantity shall be taken to be 3.00 MMT for Western Coast of India, price (as per the bidding documents’ provisions) per MT, multiplied by the quantity of imported coal for Western Coast of India, as provided at row Sl. No X of Price Schedule of the Bidding documents.

i.e., Evaluated Bid Price (EBP) = P1 x Q1

Where,

(i). P1 is the arithmetically corrected quoted “FOR Unloading Port”, wherein the quantity for coal imports to be supplied by vendor shall be intimated to the bidder by CIL, basis price by the Bidder for the Western Coast of India, per MT including Taxes & Duties as indicated in the Price schedule, except GST on FOR Coal Price and GST Compensation Cess). FOR Unloading Port price includes C&F price, insurance charges, custom duties, port handling charges, demurrages, wharfage charges etc. & loading of coal on to wagons at the unloading port. As Port-wise quantities and delivery points would not be defined under the scope of this bid, for West Coast of India it shall be the responsibility of the bidder to keep in mind the variation in various charges such as Port Handling charges etc. across ports on the



West Coast. It is to be noted that the railway freight to be incurred by the successful bidder shall be reimbursed on actuals incurred basis with relevant proof of documentation.

(ii). Q1 for the purpose of Price bid quote and evaluation shall be 3.00 MMT

The Evaluated Bid Price (EBP), of the Bidders, for the package, would then be ranked in ascending order, designated as L1, L2, L3 and so on with L1 being the Lowest evaluated bid price.

The exchange rate for evaluation of price bid shall be considered as last RBI/FBIL Reference Rate applicable at the time of opening of price bid.

53. **Award Criteria**

The evaluated L1 Bidder of the package shall be considered for award of 100% of the quantities under all Delivery Points covered under the subject package, at the arithmetically corrected price of L1 corresponding to 100% of package quantity. The acceptance of a Bid and award of Contract to one or more than one Bidder, if considered necessary, rests with Owner. It shall not be obligatory on the part of Owner to accept the lowest Bid. Owner would be at liberty to accept any Bid, lowest or otherwise, in whole or in part and to reject any or all the Bids received, without assigning any reason, and no explanation can be demanded of him by any Bidder in respect thereto

54. **Construction of the Contract**

The awarded quantity by the Owner to the Bidder (s), to be supplied as per the Delivery Schedule, shall be binding on the Bidder (s) and Bidder (s) shall not have any right to seek alternate allocation or any claim on this account from CIL. It is clarified that coal shall be supplied as per the Delivery Schedule/Firm Order given by CIL irrespective of date of signing of contract.

The Contracts to be entered into between the Employer and the successful bidder shall be as under:

-- SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA

Coal India Limited (hereinafter referred to as CIL or the Owner or the Employer or the Supplier) plans to import coal of quantity 3.00 MMT with the provision of doubling the quantity to 6.00 MMT from any country/origin other than India of specifications given in the Bidding Documents, for delivery on FOR Destination basis on As and When required basis. The bid evaluation (price evaluation) for this bid would be based on the quoted price for delivering 3.00 MMT coal to a port on the Western coast of India and loaded on wagon. The quantity of various shipments (Minimum order per indent to the vendor would be ~50,000 Metric Tonnes) would be on As and When required basis.



Coal India Limited intends to import coal of specifications mentioned herein given “FOR Destination” basis at delivery points of various GENCOs and IPPs (herein referred to as “Purchaser”), which shall be intimated to the vendor post execution of the back-to-back agreement with the purchaser as well as execution of the medium-term contract with the vendor as stipulated in this NIT, for quantities given on a packaged basis offered at the Western coast of India. The timely supply of imported coal as per delivery schedule is the essence of contract. Total quantity of imported coal shall be delivered within 30 days of receipt of the firm order/indent to be furnished by CIL to the vendor. The date of placement of such firm order/indent shall be upto 30th June, 2023. Delivery schedule may be extended further and modified at the sole discretion of Coal India Limited.

Coal shall be imported as per the delivery schedule/firm order/indent given by CIL to the successful bidder. The firm order/confirmed delivery schedule by CIL shall be given on the basis of orders/indents that CIL would be receiving (from purchaser) from time to time till 30th June 2023. (For avoidance of doubt it is clarified that the timeline for delivery of coal (3.00 MMT which may be increased up to 6.00 MMT) shall start from the date of issuance of firm order/delivery schedule/indent placed by CIL to the Vendor which may be before the execution of the contract). Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL.

It shall be noted that the total quantity mentioned in the document is subject to revision based on the actual orders placed to CIL by purchases and subsequently by CIL to the vendor. CIL to ensure that Minimum order per indent/delivery schedule to be made to the vendor would be ~50,000 Metric Tonnes. However CIL reserves the right to not place any firm order, in case of non-receipt of firm order from purchaser to CIL, within the currency of contract.

This tender is for concluding a medium-term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency

55. Letter/Notification of Award and Agreement

Prior to the expiration of the period of bid validity, the Owner will notify the Successful bidder in writing by registered letter or by telefax or by email, that its bid has been accepted. The Letter/Notification of Award (LOA/NOA) will constitute the formation of the contract.

56. Signing the Contract Agreement

At the same time, as the Owner notifies the Successful bidder that its bid has been accepted, the Owner will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all



Agreements between the parties.

Within twenty-one (21) days of receipt of the Contract Agreement, the Successful bidder shall sign and date the Contract Agreement and return it to the Owner. CIL, may at its discretion and having regard to the facts and circumstances of the case, may decide to further extend the date of signing of contract agreement.

57. **Performance Security Deposit in the form of Bank Guarantee**

Within twenty-one (21) days from the date of Notification of Award, the Successful bidder shall furnish the Performance Security Deposit in the form of Bank Guarantee from any of the scheduled commercial banks acceptable to CIL as per format enclosed at Annexure-3A of Bidding Documents.

The Performance Security Deposit in the form of Bank Guarantee shall be valid till three months beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract and shall be valid initially for 15 months (12 months of Contract Period + 3 months) from date of issue of the Letter/Notification of Award and suitably extended based on the scheduled delivery. The value of Performance Security Deposit in the form of Bank Guarantee shall be arrived at considering the total landed price within the Package for supply of 3.00 MMT of imported steam coal, as stipulated in the NIT document. [For avoidance of doubt the Performance Security Deposit in the form of Bank Guarantee value shall be 3% of the total CIF value of the Contract and 3% of the value of the balance portion of the Contract including estimated railway freight, GST on FOR Coal Price and GST Compensation Cess].

In case of Consortium, in the event of award to the Successful bidder, Performance Security Deposit in the form of Bank Guarantee, shall be in the name of the Lead Partner of the consortium.

The Performance Security Deposit in the form of Bank Guarantee submitted shall be essentially from any of the Scheduled Commercial Banks acceptable to CIL. In case of guarantees issued by branches outside India for foreign banks, the Performance Security Deposit in the form of Bank Guarantee shall be routed through the correspondent Bank in India for due verification of signatures of the executants.

The Performance Security Deposit in the form of Bank Guarantee submitted from within India shall be issued on Non- Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.

Where a BG issued by a Bank outside India also needs to bear Stamp Duty of appropriate value applicable to the place in CIL where BG is to be submitted, the BG will be adjudicated from Collector of Stamps and the expenses incurred in this regard shall be borne by the Contractor.



58. Ineligibility to participate in re-tender

Failure of the Successful bidder to comply with the requirements of Performance Security Deposit in the form of Bank Guarantee shall constitute sufficient grounds for the annulment of the award. If a bidder after having been issued the Letter/Notification of Award, either does not sign the Contract Agreement or does not submit an acceptable Performance Security Deposit in the form of Bank Guarantee, and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such bidder shall also be dealt as per the provisions of the contract and policy for Withholding and Banning of Business Dealings.

59. Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by CIL or the Bidder shall be taken or executed by the officials/representatives authorized for the purpose.

60. Obligations of the Successful Bidder

The Successful bidder(s) shall perform the work and carry out their obligations as per Scope of Work and terms and conditions defined in the Bid Document or Contract or Agreement with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to CIL and shall at all times support and safeguard CIL's legitimate interests.

61. Qualifying Requirement

The Bidder can be an individual firm meeting the qualifying requirements stipulated hereunder as per Clauses A and B;

OR

The Bidder can be a Consortium of maximum three (03) firms meeting the qualifying requirements stipulated hereunder as per Clauses A and B collectively.

Each partner of Consortium shall meet at least 25% of Technical Criteria Requirement mentioned at Clause A1 or Clause A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause B1 and the Consortium, as a whole, shall meet 100% of Technical Criteria Requirement mentioned at Clause A1 and Clause A2 and 100% of Financial Criteria Requirement mentioned at Clause B1. Net worth criteria as per Clause B2 shall be met by each partner of the consortium.

All bidders shall have place of business/establishment in India. In case of consortium lead partner shall have place of business/establishment in India.



A Technical Criteria for Bidder:

A1 The Bidder should have imported / exported and supplied a minimum of 1.50 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve (12) months in one or multiple contracts during the preceding seven (7) financial years along with the current financial year up to the date publishing of this tender document

In support of the aforesaid experience, the Bidder shall furnish:

Supply Experience certificate from buyer and:

Certificate in original from Statutory Auditor(s) of the Bidder

AND

A2 The Bidder should have handled, including port operations and loading for dispatch through Indian Railways, a minimum of 1.50 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, in any continuous twelve (12) months in one or multiple contracts during the preceding seven (7) financial years along with the current financial year up to the date publishing of this tender document

In support of the aforesaid experience, the Bidder shall furnish:

Handling Experience certificate from the Buyer and;

Certificate in original from the Statutory Auditor(s) of the Bidder.

Financial Criteria for Bidder:

B1 The average annual net revenue from operations of the Bidder in the latest three (3) audited financial statements (FY2019, FY2020 and FY2021) should not be less than INR 770.00 Crore (Indian Rupees Seven Hundred Seventy Crore only). If audited financials of FY 2022 are also available, then revenue from operations of FY 2020, 2021 and 2022 shall be considered.

Explanation: Net Revenue from Operations here means the Net Operating revenue that a company generates from its primary business activities, and it shall not include other income of the Applicant.

And

B2 The Net Worth of the Applicant as per the latest audited balance sheet should be positive.

Explanation: Net worth in relation to applicant shall mean net worth as per Companies Act of India, 2013



Note to Financial Eligibility Criteria:

- If the Applicant entity does not meet the Financial Eligibility Criteria, then consolidated financials of the immediate or ultimate holding company of the Applicant entity can be used to fulfil the Financial Eligibility Criteria. Holding Company in relation to the Applicant shall mean Holding Company defined as per Companies Act of India. In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company’s Board Resolution, as per the format acceptable to the Owner, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.
- In support of the financial eligibility criteria the bidder shall submit Audited Financial Statements for last three financial years (FY19, FY20 & FY21). If audited financials of FY 2022 are also available, then audited financials of FY 2020, 2021 and 2022 shall be submitted for the purpose of financial eligibility criteria.
- In the event that the financial statements are recorded in any currency other than INR, such Applicant will need to provide the Net Worth and Net Revenue from Operations in INR converted in accordance with the RBI/FBIL Reference Rate (published on its official website) as of the last date of the relevant financial year.
- Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm are to be submitted along with the Bid document.
- Financial year here means the period of 12 months for which the annual account of the entity is being prepared.
- Net worth as per clause above of all the parties in case of consortium shall be positive.

NOTES:

- (i) “Holding Company” and “Subsidiary Company” shall have the meaning described to them as per Companies Act of India.
- (ii) The term 'date of bid opening' would mean the date of Techno-Commercial bid opening.
- (iii) A firm can be a partner in only one Consortium; bids submitted by Consortium including the same firm as partner will be rejected.
- (iv) Failure to meet the above Qualification Requirement shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above



- (v) The Consortium shall necessarily identify one of the partners as lead partner. The members of the Consortium (other than the lead partner) are required to execute and submit a power of attorney in favour of the lead partner authorizing the lead partner to do all such acts in performing the contractual obligations arising out of the present tender document on behalf of them.
- (vi) The Consortium Bidder shall provide, along with the bid, a signed and stamped Consortium Agreement, as per the format enclosed in the bid documents in which the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.
- (vii) In the event of award to Consortium the performance security deposit in the form of bank guarantee, shall be in the name of the Lead Partner of the Consortium.
- (viii) Dry (bulk) solid commodity mentioned at A, as stipulated under “Qualifying Requirement” of this document, means dry solid bulk cargo covered in Annexure 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3
- (ix) Any ‘Bidder from a country which shares a land border with India’, as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.



SECTION - 2

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

The following words and expressions used in the Contract shall have the meanings hereby assigned to them unless the context otherwise requires provided that if any interpretation is required under any circumstance, the decision of the Owner with regard to the same shall be final and binding on the Contractor

1. The word "Company" or "Employer" or "Owner" or "CIL" or "Supplier" wherever occurs in the conditions, means Coal India Limited represented at the headquarters of the Company by the Executive Director (CA&BD) or his authorized representative or any other officer specially deputed for the purpose.
2. The word "Principal Employer" or "Engineer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.
3. The word "Purchaser" shall mean the Power Plant/Genco/IPP or any other party to whom Imported Steam Coal shall be delivered.
4. "Coal" wherever used in these tender documents shall mean and include "Imported Steam Coal of origin other than India".
5. "Site" or "Station" or "Delivery Point" means the siding located at the respective Power Plant/Genco/IPP or the nearest siding located to such facility where the supplies of Imported Steam Coal are to be made.
6. The word "Contractor"/"Contractors" or "Agency(ies)" or "Vendor" wherever occurs means the successful Bidder/Bidders/Applicant/Applicants who has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
7. The term "sub-contractor", as employed here in, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work according to the plans or specifications of this work but does not include one who merely supplied materials.
8. Party means CIL or Bidder, or Purchaser as the case may be, and "Parties" means two/all of them.
9. Local Currency means the currency of the Government of India i.e. Indian Rupees.
10. MT or Ton or Tonne means Metric Tonne which is equivalent to 1000 Kg.
11. MMT means Million Metric Tones which is equivalent to 10,00,000 MT
12. "Consulting Engineer/Consultant" shall mean any firm or person duly appointed as such from



time to time by the owner.

13. 'Accepting authority' shall mean the management of CIL and includes an authorized representative of CIL or any other person or body of persons empowered in this behalf by CIL.
14. A 'Day' shall mean a day of 24 hours from midnight to midnight. 'Month' means calendar month of the Gregorian Calendar.
15. Engineer/Officer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer/Officer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer/Officer-in-charge/Designated Officer-in-charge of CIL.
16. The 'contract' shall mean the notice inviting tender, the tender as accepted by CIL, and the formal agreement executed between CIL and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, scope of work, billing schedule/schedule of quantities with rates and amounts. Until the formal agreement is signed between the owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract. In the event of any inconsistency between the Notice Inviting tender and formal agreement executed between the company and the contractor, it is the latter which shall be considered for the purposes of the scope of the contract.
17. IWAI- Inland Waterways Authority of India
18. The 'works' or 'services' shall mean the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract
19. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules as may be mutually agreed upon.
20. 'Country of Origin' means the place (other than India) where the coal for the supplies are mined, or produced, and from which the Supplies are provided. The origin of goods is distinct from the nationality
21. 'Contract price' shall mean the total sum of money which tender is accepted by CIL.
22. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
23. "Letter of award" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.



24. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the Works under the contract and/or the duly authorized representative of the owner.
25. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-Charge.
26. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract.
27. "Guarantee Period/Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
28. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
 - (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - (i) A.S.M.E. Test codes.
 - (ii) A.I.E.E. Test codes.
 - (iii) American Society of Materials Testing Codes.
 - (iv) Indian Electricity Act and Rules and Regulations made thereunder.
 - (v) Indian Explosive Act and Rules and Regulations made thereunder.
 - (vi) Indian Petroleum Act and Rules and Regulations made thereunder.
 - (vii) Indian Mines Act and Rules and Regulations made thereunder.
 - (c) Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.
29. Words importing singular only shall also include the plural and vice-versa where the context so requires.
30. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
31. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the Bidder in favour of CIL shall be operative in Kolkata, West Bengal.
32. Bid/ offer shall mean the proposal of the bidder submitted in response to the bid document issued by the company i.e. CIL

2.0 CONTRACT DOCUMENTS



It is hereby agreed upon that the following documents shall constitute the Contract documents between the Company, Purchaser and Contractor, and each shall be read and construed as an integral part of the Contract:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender,
- (iii) Letter of award of Tender
- (iv) Conditions of contract, including General Conditions of the Contract, additional terms and conditions, technical terms and conditions, erection terms and conditions, documents related to quality assurance, Integrity Pact, special conditions, if any etc. forming part of the Agreement,
- (v) Specifications, where it is part of Tender Documents,
- (vi) Performance Security Deposit in the form of Bank Guarantee as mentioned elsewhere in the NIT,
- (vii) Scope of works/Bills of quantities/schedule of works/quantities,
- viii) Certificate of registration as per statutory requirements under Goods and, Services Tax Registration, Contract Labour License, Electrical Contractor License etc. as may be applicable

It is further agreed upon that the Contract Documents set out in Clause 2.0 above are deemed to be incorporated in this Contract by way of reference.

- 2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Non-furnishing of information or any information otherwise obtained from the Owner or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.
- 2.2 The Contractor shall enter into a Contract Agreement with the Owner within 21 (twenty-one) days from the date of issuance of LOA (Letter of award)' or within such extended time as may be granted by the owner. The Performance Security Deposit in the form of Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of issuance of LOA by the successful bidders. The performance Guarantee shall be as per terms prescribed in as per General Conditions of the Contract of this tender.
- 2.3 This tender is for concluding a medium term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency.
- 2.4 The owner, after the issue of the letter of award of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.



- 2.5 The Agreement, unless otherwise agreed to, shall be signed within 21 days from the date of issuance of LOA', at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials.
- 2.6 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.7 The contractor shall provide free of cost to the owner all the data and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of award.
- 2.8 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.
- 2.9 The laws applicable to this contract shall be the laws in force in India. The Calcutta High Court shall have exclusive jurisdiction in all matters arising under this contract.

3) PERFORMANCE SECURITY DEPOSIT

- 3.1 Security Deposit shall consist of ;
 - a) Performance Security Deposit in the form of Bank Guarantee to be submitted at award of work and it shall bear no interest or any other compensation by whatever name called.
- 3.2 The value of Performance Security Deposit in the form of Bank Guarantee shall be arrived at considering the total landed price within the Package for supply of 3.00 MMT of imported steam coal. [For avoidance of doubt the Performance Security Deposit in the form of Bank Guarantee value shall be 3% of the total CIF value of the Contract and 3% of the value of the balance portion of the Contract including estimated railway freight, GST on FOR Coal Price and GST Compensation Cess] and should be submitted by the successful bidder within 21 days of issue of LOA as per the format specified in the Tender document from any scheduled commercial bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at Kolkata, West Bengal. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

Performance Security Deposit as Bank Guarantee, shall be in paper form on behalf of the Contractor in favour of "Coal India Limited." as well as issued under "Structured Financial Messaging System (SFMS)". Format for Bank Guarantee from a Schedule Commercial Bank shall be as provided at Annexure- 3A of the Tender.

Such Performance Security in the form of a BG is to be held by the Owner in lieu of cash as security for the Contractor's obligation under the Contract and due discharge of Contractor's liabilities under and/or arising out of the Contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the Performance Security in preference to any other remedy which the Owner may



have, nor shall be construed as confining the claims of the Owner against the Contractor to the quantum of the Performance Security.

Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our Bank. Also issuing Bank should mention "CIL0066312" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary Bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:

Name of Bank: ICICI Bank
Branch: Rasoi Court
IFSC No. ICIC0000006
Account No. 000651000038
Customer ID: 066312

GSTIN of CIL is 19AABCC3929J1ZH

In case the successful bidder fails to submit the Performance security deposit in the form of bank guarantee within the stipulated time then the award of work shall be cancelled, and the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

- 3.3 The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 3.4 The Bank Guarantee shall be valid till three month beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract and shall be valid initially for 15 months (12 months of Contract Period + 3 months) from date of issue of the Notification of Award and suitably extended based on the scheduled delivery. The value of Performance Security Deposit in the form of bank guarantee shall be arrived at considering the total landed prices for all the Delivery Point, within the Package. [For avoidance of doubt the Performance Security Deposit in the form of Bank Guarantee value shall be 3% of the total CIF value of the Contract and 3% of the value of the balance portion of the Contract including estimated railway freight, GST on FOR Coal Price and GST Compensation Cess].
- 3.5 The Performance Security Deposit in the form of bank guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages stipulated in the bidding documents.
- 3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in bid document. Bank Guarantee shall be irrevocable, and it shall be from any scheduled commercial bank acceptable to the owner. The BG issued by outstation Bank shall be operative at its local branch at Kolkata, West Bengal.



- 3.7 The Company shall be at liberty to deduct/appropriate from the Performance Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Performance Security Deposit in the form of Bank Guarantee shall have to be restored by Contractor subsequently.
- 3.8 Without prejudice to any other right or remedy available to the Owner, the Owner may at any time and from time to time before completion of the works under this Contract require the Contractor by notice in writing to renew/extend the Performance Security Deposit in the form of bank guarantee for such period(s) as the Owner may deem fit, and upon such request, the Contractor shall renew/extend the Performance Security Deposit in the form of bank guarantee for the required period(s), and without prejudice to any other right or remedy under the Contract, and unless the Owner shall not have required such renewal, the Owner shall be entitled to encash and appropriate the Performance Security Deposit in the form of bank guarantee if not renewed at least 14 (fourteen) days prior to the date of expiry thereof during the subsistence of this Contract

4.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

- 4.1 The contractor may, after informing the engineer in charge/ designated officer in charge, with proper justification for acceptance, assign or sub-let the contract or any part thereof. Such assignment of subletting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior information of engineer shall be void.
- 4.2 The Contractor shall not be allowed to sub-Contract works in any manner to any third-party lien, right or interest, provided that the sub-Contractor / sub-vendor is from a country which shares a land border with India unless such Contractor is registered with the competent Authority, with the written approval of the Owner. Provided that such consent shall not relieve the Contractor from any liability or obligation under the Contract and it shall be responsible for the acts, default and neglects of any sub-Contractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.
- 4.3 In the event of the Contractor proposing a sub-Contractor for any part of the works after execution of the Contract, it shall submit to the Owner for approval the details of the sub-Contractors. The Contractor shall ensure that only competent and resourceful agencies with proven track records and performance of executing works in accordance with standard and good industry practices shall be engaged as its sub-Contractors. The Contractor will submit the requisite credentials of the agency(ies) it proposes to engage as sub-Contractor sufficiently in advance to the Owner. The details so furnished by the Contractor shall be reviewed by the Owner. In case the agency(ies) proposed by the Contractor are not considered acceptable, the Contractor will be required to furnish credentials of an alternate agency(ies) for approval of the Owner. Based on the review and assessment, the agency(ies) shall either be approved or rejected by the Owner within [21 (twenty one)] days of furnishing of their credentials by the Contractor.
- 4.4 Where a list of approved agencies for a sub-contracting work is provided in the Contract, the Contractor shall inform the name of the sub-Contractor selected by it within a period as agreed with the Owner.
- 4.5 At the commencement of every month the Contractor shall furnish to the Owner a list of all sub-Contractors engaged by the Contractor during the previous month with the particulars of the general



natures of the sub-contract or works undertaken by them.

- 4.6 The Owner shall also be provided with copies of the sub-Contracts the Contractor so executes with such sub-Contractors. The Contractor shall remain solely responsible for the quality and proper and expeditious execution of the works and the performances of all the conditions of the Contract in all respect as if such sub-Contracting had not taken place, and as if such works has been done directly by the Contractor.
- 4.7 Following scope of jobs shall not be allowed to sub-contracted and shall be retained with the Contractor and performed by the Contractor in all cases:
- (a) Safety compliance with all jobs;
 - (b) Planning, scheduling and monitoring activities;
 - (c) Quality control and quality assurance activities; and
 - (d) Total project management.
- 4.8 The Contractor shall not sub-Contract all or substantially whole of the works. For the avoidance of doubt, the decision of the Owner in respect of the substantiality of the works proposed to be sub-contracted shall be final and binding on the Contractor.

5.0 PATENT RIGHTS AND ROYALTIES

- 5.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the supply, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled.

6.0 TIME - FOR COMPLETION OF CONTRACT

- 6.1 Notwithstanding anything to contrary contained in the Contract, the time is of the essence and the completion of Contract shall be till 30th June 2023 or extended period, if any, from date of Letter/Notification of Award.
- 6.2 Unless stated otherwise elsewhere, the Contractor shall submit to the Owner detailed progress schedules on such regular intervals as may be decided upon mutually between the Contractor and the Owner. Such progress schedules must contain the status of the works, milestones achieved, and sufficient margins to cover for contingencies and any remedial work necessary. The Owner shall



thereafter provide plans regarding improvement of the processes and way forward in such progress schedules and issue the same to the Contractors in the form of "Approved Progress Schedules" and shall form a part of the Contract Documents. The Contractor will undertake the commencements of the work in accordance with the order and procedure set out in the Contract and the Approved Progress Schedules. The Approved Progress Schedules shall not be altered or amended without the Owner's prior consent in writing.

7.0 CONTRACT PRICE

7.1 The Contract Price shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, in accordance with provisions of the Contract Agreement.

8.0 TAXES AND DUTIES

8.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor and its employees by all municipal, state or national government authorities in connection with the delivery of Imported Steam Coal supplied from country of origin other than India. Where any indirect taxes/duties/imports/cess/penalties in respect of the scope of work awarded to the Contractor is sought to be recovered from CIL by the authorities, CIL reserves the right to recover the same from the contractor regardless of whether such applicable taxes/duties/imports/cess were factored by the Contractor in the bid price or otherwise.

8.2 The Contractor shall be required to avail any concessional duty applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is being imported during performance of the Contract. The Contractor shall be solely responsible for availing any such concessional duty. The contractor will be solely responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty.

8.3 Bidders may note that in case of importing coal from ASEAN countries/ Indonesia, they shall be required to avail the concessional custom duty, provided the impact of the concessional duty is beneficial to the Owner. As per the Circular dated 21.10.2013, the prevailing Basic Customs Duty (BCD) @ 'Nil' in case of importing coal from Indonesia.

8.4 For the purpose of the Contract, it is agreed that the Contract Price shall be based on applicable taxes and duties prevailing at the date seven days prior to the last date of submission of Techno-commercial bid. Except for GST on FOR Destination basis and GST Compensation Cess on supply of Imported Steam Coal on FOR Destination at Delivery Points, Contractor shall include all other Statutory Taxes, Duties & Levies, Stamp duty etc. in their Bids. While quoting, the Contractor is to take into account all the rules, regulations & notifications of Government of India, currently in vogue.



- 8.5 For the purpose of payment/reimbursement to the Contractor on account of GST on FOR Coal price, the impact of Indexation on CFR Coal Price on “Component of Price Schedule”, shall be considered.
- 8.6 The GST on FOR Coal Price and GST Compensation Cess shall be reimbursable by the Owner, as detailed hereinabove, upon submission of documentary evidence. Notwithstanding the aforesaid, any increase in GST and GST Compensation Cess on the Contract Price shall not be payable or reimbursable by Owner, if such increase is on account of delayed delivery by the Contractor.
- 8.7 The Contractor’s right to re-imburement of GST and Compensation Cess under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. The Contractor shall be primarily responsible for obtaining necessary e-ways bills as may be required from time to time to enable him to bring goods into defined delivery points.
- 8.8 Any claim for customs duty along with interest, penalty or any other charges by the contractor from the employer on account of denial of benefits of exemption by the customs authorities shall not be entertained. The employer shall not be liable for any costs of litigation in respect of such of denial of benefits by the customs authorities to the contractor.
- 8.9 In case of any increase or decrease in the customs duties of Imported Steam Coal after date of the last date of submission of techno-commercial bid, contract price shall be adjusted by way of commensurate increase or decrease in contract price after adjusting all credits and benefits. However, the contractor shall have to adduce evidence of such actual incidence suffered by it for claiming the differential amount. Notwithstanding the aforesaid, any increase in customs duties shall not be payable or reimbursable by Owner, if such increase is on account of fault on the part of the Contractor.
- 8.10 Under GST regime, party is eligible for input tax credit (ITC) on supply of goods which is to be taken into account while submitting their bid price. Contractor is solely responsible to get such ITC from the concerned authorities. CIL shall have no role in availing such benefits.
- 8.11 Income Tax: As per Indian Income Tax Act & Rules, the Owner shall be authorized to deduct applicable tax at source from the Contractor’s payment becoming. The Contractor shall be required to submit the PAN details to the Owner before the submission of the first bill. In case PAN is not submitted at the time of making payment, the owner shall be authorised to deduct tax at source at the higher applicable rates.

Change in Laws and Regulations

If, after the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the supply period, the Contract Price shall be correspondingly increased or decreased, and/or the supply period shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would



be restricted to direct transactions between the Owner and the Contractor. These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor

9.0 DEDUCTIONS FROM CONTRACT PRICE

- 9.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated in writing by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due (including by way of appropriation from security deposit/performance guarantee) or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by CIL or other subsidiaries of CIL and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

10.0 HANDLING OF DOCUMENTS / CONFIDENTIALITY

- 10.1 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
- 10.2 The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the Supplies of Imported Steam Coal. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than Supplies of Imported Steam Coal as are required for the performance of the Contract.
- 10.3 The obligation of a party under above sub-clauses, however, shall not apply to that information which now or hereafter enters the public domain through no fault of that party can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 10.4 The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 10.5 The provisions of this GCC clause shall survive termination, for whatever reason, of the Contract.
- 10.6 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the



Contract.

11.0 DEMURRAGE, WHARFAGE, ETC.

- 11.1 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

In the event, the consignments are seized by GST authorities or other enforcement agencies during transit for any reasons including expiry of e-waybill or incorrect particulars in the transportation documents, the contractor shall be solely responsible for release of the same and any penalty or fees payable in this regard will be solely to the account of the contractor.

12.0 INSURANCE

- 12.1 The Coal shall be insured by the Contractor under Institute Cargo Clause (A) cover from warehouse to warehouse (Delivery Points) for 110% of Total Contract Price including estimated GST & GST Compensation Cess. Insurance policy will be taken from any Indian Insurance Company and provided as proof to the Owner within a period of 60 (sixty) days. The Contractor shall be responsible for all claims related to material loaded but not delivered at Delivery Point and shall file all claims with insurance agency and Railways. However, in case of any claim settlement, necessary NOC / discharge voucher shall be issued by CIL in Contractor's favor. The Contractor shall at its expense take out and maintain during the performance of contract such other insurances as may be required including Third Party Liability Insurance with insured amount of Rs. 50.0 lacs for anyone occurrence covering bodily injury or death suffered by third parties (including the Owner's personnel) and loss of or damage to property occurring in connection with the supply of Imported Steam Coal.
- 12.2 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, storage at site, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc.
- 12.3 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, ask the contractor in writing to limit the insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium amounts.

13.0 No Claim for Interest or Damage

- 13.1 Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.
- 13.2 No claim for interest or damage will be entertained or be payable by the Employer in respect of any



amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

14.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

14.1 The Contractor will ensure the delivery of consignment at the Delivery Point as per schedule given by CIL. In case of any delay, (other than those due to Force Majeure, berthing delay at load port & discharge port due to reasons not attributable to the contractor and delay on account of Railways) the contractor shall be liable to pay liquidated damages (LD) @ 1% (One percent) of the value of delayed consignment for each week's delay or part thereof subject to a ceiling of 5% (five percent) of the Total Contract Price exclusive of estimated GST and GST Compensation Cess.

The end date of Plant-wise schedule for the entire quantity for respective Delivery Points furnished by CIL shall be considered for the purpose of levy of LD.

NOTE: Wherever LD is recoverable as per the terms of the Contract, the same shall be recovered from the contractor/ party along with applicable GST. Further, GST invoice towards the same shall be issued to the contractor/party.

15.0 DEFAULT/RISK PURCHASE

15.1 The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or part (at the option of the Owner), if:

- A. The Contractor fails to deliver any or all of the goods within the time period(s) specified in the Contract/Delivery Schedule/Indent or any extension thereof granted by the Owner; or
- B. the Contractor fails to perform any other obligation(s) under the Contract

15.2 In the event the Owner terminates the contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, coal of similar specifications and the bidder shall be liable to the Owner for any excess costs for such similar coal. However, the bidder shall continue performance of the Contract to the extent not terminated.

15.3 The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay in delivery of coal to the Delivery Point. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.

16.0 FORCE MAJEURE



- 16.1 Neither the Owner or the Contractor is responsible for any failure to perform its obligations under the Contract if it is prevented or delayed in performing those obligations by an event of Force Majeure.

The term "Force majeure" shall include the following events or circumstances or combination of the following acts, events or circumstances, which acts, events or circumstances are: (i) are beyond the reasonable control and without the fault or negligence of the party affected ("Affected Party") and (ii) is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract; (iii) which, having arising, the Affected Party could not reasonably have been avoided or overcome or prevented by the exercise of reasonable diligence such as:

- (a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
- (b) Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

For the avoidance of doubt, (a) inclement weather/ or (b) third party breaches, or (c) delay in supply chains (other than due to nationwide strikes) or (d) commercial hardship or (e) increase in the price of coal or (f) change in foreign exchange rate or (g) shortage in the quantity of coal shall not constitute a Force Majeure event

- 16.2
- (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
 - (b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
 - (c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
 - (d) An event of Force Majeure shall not relieve the Affected Party from liability for an obligation which arose before the occurrence of such event of Force Majeure, nor does the event which affect the obligation to pay money in a timely manner which matured prior to the occurrence of such event.
 - (e) The Contractor has no entitlement and the Owner has no liability for: (i) any costs, losses, expenses, damages or the payments of any part of the Contract Price during the event of a Force Majeure; (ii) any delay costs incurred by the Contractor due to an event of the Force Majeure.
 - (f) A Force Majeure event affecting a portion of work shall not excuse the Contractor's failure to timely complete the unaffected portions of the work.

- 16.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting



from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

- 16.4 If the performance of the Contract is substantially prevented, hindered or delayed for a continuous period of more than 60 (sixty) days on account of one or more Force Majeure events during the subsistence of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either the Contractor or the Owner may terminate the Contract by giving a notice to the other.
- 16.5 In the event there arises a disagreement in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the Clause 32 (Settlement of Disputes), provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the person claiming relief on account of such Force Majeure event

17.0 DELAYS BY OWNER OR HIS AUTHORIZED AGENT

- 17.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.

18.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

- 18.1 The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor
- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer/Officer-in-charge, then on the expiry of the period as specified in the notice
or
 - b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer/Officer-in-charge, then on the expiry of the period as may be specified by the Engineer-in - charge in a notice in writing or
 - c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer/Officer-in-charge in a notice in writing
or
 - d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.



or

- e. Shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.

or

- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.

18.2 The owner shall in such an event give fifteen (15) days' notice in writing to the contractor of his decision to do so.

18.3 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

18.4 The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.



- 18.5 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its in complete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and / or the surviving partners of the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable to damages for not completing the contract.

- 18.6 On cancellation of the contract or on termination of the contract, the Engineer -in-charge shall have powers

- a. In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:
- i. Forfeiture of security deposit comprising of Performance Guarantee, at the disposal of the employer.

or

 - ii. 20% of value of incomplete work (Contract Value minus already executed value of the work). Value of incomplete work shall be determined by the Engineer and which shall be binding on the Contractor

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. The contractor shall also be liable to pay applicable GST on the aforesaid compensation amounts. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer/Officer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer/Officer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.



The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor.

- 18.7 **Suspension of work** - The company shall have power to suspend the progress of the work or any part thereof and the Engineer/Officer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company. The said amount shall be recovered without prejudice to any other right or remedy available to the employer as per law or as per agreement

19.0 NO WAIVER OF RIGHTS

Neither the inspection by the owner or the engineer or any of their officials, employees or agents nor any order by the owner or the engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the engineer, nor any extension of time, nor any possession taken by the engineer shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

20.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the engineer or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the owner.



21.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall, in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

22.0 LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

23.0 RELEASE OF INFORMATION

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

24.0 CONSTRUCTION OF THE CONTRACT

24.1 The contract shall in all respects be construed and governed accordingly to Indian Laws.

24.2 It is clearly understood that the total consideration for the contract (s) has been broken up into various components only for the convenience of payment of advance under the contract (s) and for the measurement of deviations or modifications under the contract (s).

The awarded quantity by the Owner to the Bidder (s), to be supplied as per the Delivery Schedule, shall be binding on the Bidder (s) and Bidder (s) shall not have any right to seek alternate allocation or any claim on this account from CIL. It is clarified that coal shall be supplied as per the Delivery Schedule/Firm Order given by CIL irrespective of date of signing of contract.

The Contracts to be entered into between the Employer and the successful bidder shall be as under:

-- SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE



LOCATED ON WESTERN COAST OF INDIA

Coal India Limited (hereinafter referred to as CIL or the Owner or the Employer or the Supplier) plans to import coal of quantity 3.00 MMT with the provision of doubling the quantity to 6.00 MMT from any country/origin other than India of specifications given in the Bidding Documents, for delivery on FOR Destination basis on As and When required basis. The bid evaluation (price evaluation) for this bid would be based on the quoted price for delivering 3.00 MMT coal to a port on the Western coast of India and loaded on wagon. The quantity of various shipments (Minimum order per indent to the vendor would be ~50,000 Metric Tonnes) would be on As and When required basis.

Coal India Limited intends to import coal of specifications mentioned herein given “FOR Destination” basis at delivery points of various GENCOs and IPPs (herein referred to as “Purchaser”), which shall be intimated to the vendor post execution of the back-to-back agreement with the purchaser as well as execution of the medium-term contract with the vendor as stipulated in this NIT, for quantities given on a packaged basis offered at the Western coast of India. The timely supply of imported coal as per delivery schedule is the essence of contract. Total quantity of imported coal shall be delivered within 30 days of receipt of the firm order/indent to be furnished by CIL to the vendor. The date of placement of such firm order/indent shall be upto 30th June, 2023. Delivery schedule may be extended further and modified at the sole discretion of Coal India Limited.

Coal shall be imported as per the delivery schedule/firm order/indent given by CIL to the successful bidder. The firm order/confirmed delivery schedule by CIL shall be given on the basis of orders/indents that CIL would be receiving (from purchaser) from time to time till 30th June 2023. (For avoidance of doubt it is clarified that the timeline for delivery of coal (3.00 MMT which may be increased up to 6.00 MMT) shall start from the date of issuance of firm order/delivery schedule/indent placed by CIL to the Vendor which may be before the execution of the contract). Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL.

It shall be noted that the total quantity mentioned in the document is subject to revision based on the actual orders placed to CIL by purchases and subsequently by CIL to the vendor. CIL to ensure that Minimum order per indent/delivery schedule to be made to the vendor would be ~50,000 Metric Tonnes. However CIL reserves the right to not place any firm order, in case of non-receipt of firm order from purchaser to CIL, within the currency of contract.

This tender is for concluding a medium-term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency

25.0 ENFORCEMENT OF TERMS



The failure of either party to enforce at any time of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

26.0 ENGINEER'S DECISION

- 26.1 In respect of all matters which are left to the decision of the engineer including the granting or withholding of the certificates, the engineer shall, if required to do so by the contractor give in writing a decision thereon.
- 26.2 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the engineer's decision and the decision shall become final and binding.
- 26.3 The engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as rendered shall be promptly observed.

27.0 POWER TO VARY OR OMIT WORK

- 27.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer, but the engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the engineer there of in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 27.2 In the event of the engineer requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect there of shall be paid to the contractor.
- 27.3 In any case in which the contractor has received instructions from the engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the



opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect. But the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.

- 27.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before in contractor proceeds with the change.
- 27.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 27.6 Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

28.0 DEFENCE OF SUITS

If any action in court is brought against the owner or engineer or an officer or agent of the owner for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

29.0 LIMITATIONS OF LIABILITIES

Except in case of Criminal Negligence or Willful Misconduct,

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

(ii) The Contractor shall not be liable to the owner 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 work which caused such losses, claims, damages, costs or expenses.

(iii) However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.

30.0 MARGINAL NOTES



The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

31.0 PAYMENT

31.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein and in the relevant clauses in this tender. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract and submission of invoice by the Contractor. The paying authority will be GM (Finance), CIL or his authorized representatives.

The payments to the vendor shall be made in equivalent Indian Rupees.

In case of payments to Consortium, CIL may release payment to the Lead Partner and/or to any of the Consortium Partner (s) duly authenticated by the Lead Partner. However, the above is without any additional liability of whatsoever nature to CIL, in case of award of contract to a Consortium.

Further, Vendor/Consortium shall be required to comply with the requirements as laid down by RBI/Government of India from time to time, including for receiving the payments.

The payment to the contractor will be made through Electronics Mode.

31.2 CURRENCY OF PAYMENT

All payments under the contract shall be in Indian Rupees only.

31.3 DUE DATES FOR PAYMENT

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in this tender document. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

31.4 TERMS OF PAYMENTS

The payment shall be released to the account of Contractor in three stages i.e. Initial Payment, Interim Payment and the Balance Payment.

31.5 INITIAL PAYMENT

85% of CFR Coal Price of consignment shall be released (as advance to be adjusted subsequently at



the time of Interim Payment) upon shipment of vessel from load port based on the quantity and quality parameters of coal as specified in Bidding documents at Load Port, on fulfillment of the following conditions:

- i. Submission of Proforma Invoice in quadruplicate along with related coal price indices (Exchange rate, if applicable, for Coal Price shall be based on Reference Exchange Rate as on the date of Bill of Lading)
- ii. Submission of an unconditional Bank Guarantee (as per specified format) covering 85% of CFR Coal Price of the shipment i.e. equivalent of initial payment claimed.
- iii. Fax/photocopy of shipping documents which shall include (1) Bill of Lading; (2) Certificate of Country of Origin*; (3) Insurance certificate for the cargo; (4) Load Port Analysis certificate of IIA (5) Certificate of quantity. (6) Submission of certificate indicating the Mine (s) from which the coal has been sourced [the name of mine (s) shall be from the list of mine (s) as declared by the contractor in their bid].

*[In case importing coal from ASEAN Countries, ASEAN India Free Trade Area Preferential Tariff Certificate of Origin (Form A1) shall be submitted]

- iv. Submission of unconditional Bank Guarantee towards Contract Performance Security (as per specified format). Subsequent to submission of the same initially, the copies of the BG shall be submitted along-with subsequent Invoices.
- v. Supporting document for exchange rate conversion, from USD to Indian Rupee (INR), if applicable.

The Bank Guarantee, towards interest bearing initial payment, shall be furnished and shall be initially kept valid for 90 (ninety) days from the date of Bill of Lading (B/L). However, in case of delay in supply of coal to the respective power Plant beyond 90 days, validity of the Bank Guarantee shall be extended corresponding to such quantity of coal not delivered (to be certified by site Engineer-in-Charge) by period of such expected delay or 30 days, whichever is higher.

Initial payment shall be interest free for the first 30 days period from the date of release of the initial payment for delivered quantity of coal beyond which interest shall be levied. Interest shall be levied for the quantity of coal received beyond the 30-day period, separately for each consignment received at delivery point and shall be reckoned from 31st day of the date of release of the initial payment for the corresponding shipment till the date of receipt of such entire consignment at the delivery point and interest shall be recovered from the corresponding bill.

Initial payment corresponding to the undelivered quantity of coal at delivery point after supply of the last consignment of the corresponding shipment shall be deducted along with interest thereon from the subsequent payments. It is clarified that interest period for such undelivered quantity of coal shall be reckoned from the date of release of initial payment till the actual date of adjustment of initial payment corresponding to the undelivered quantity. Once the whole of initial payment along with the applicable interest, if any, against a shipment of vessel is fully adjusted, the corresponding BG shall be discharged.



Any event of Force Majeure conditions or otherwise, of whatsoever nature, shall not entitle the contractor to claim any exemption or rebate in payment of interest beyond the 30 days exemption period as stated hereinabove. The applicable rate of interest shall be [SBI 1-year MCLR as on 01st April of applicable financial year of coal import + 150 bps] per annum for payment made in Indian Rupees.

If the amount payable under any interim bill is not sufficient to cover the due deduction, the deductions for the balance outstanding interest amount and other deductibles there from, shall be recovered from the next payment immediately becoming due.

In case the Contractor is not opting for initial payment and/or does not provide Bank Guarantee, Initial Payment shall be released upon receipt of coal at the delivery point end for the quantity of coal received, along with Interim Payment hereinafter.

GST and Compensation cess on supply of Imported Steam Coal is to be paid at the time of Interim payment.

31.6 INTERIM PAYMENT

- I. 5% of CFR Coal Price, 100% of Marine Insurance, 90% of Other components of FOR Coal Price comprising Port & Inland Handling charges & other incidental charges and 100% reimbursement of GST on FOR Coal price and GST Compensation Cess, if any, shall be released after adjusting any outstanding dues including interest on initial payment on receipt of consignment by purchaser at delivery point and on fulfillment of the following conditions:
- II. Submission of Regularizing Invoice in quadruplicate based on the actual quantity of coal measured at Unloading Port, after making adjustments for CFR payment already made by CIL, as per the format given in Annexure-23, of bidding documents. The consignment at Unloading Port, for payment purpose, shall imply the Rake/Barge quantity.

(Exchange rate, if applicable, for CIF Coal Price, for the purpose of payment, shall be based on Reference Exchange Rate as on as on the date of receipt of such consignment at Unloading Port).

In case actual date of receipt of consignment(s) is beyond the Delivery Schedule for the entire quantity (Referred in this tender document), the Reference Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the reference exchange rate as applicable on the actual date of Delivery, whichever is lower, shall be applicable for the purpose of payment.

Initial Payment made to the Contractor, as per clause above, shall be considered as advance and shall be adjusted while releasing Interim Payment.

- III. Submission of documentary evidence for exchange rate conversion from US\$ to Indian Rupee, if applicable



- IV. Submission of documentary evidence and original certificate for payment of Customs duty, GST, Cess & Surcharge, if any, paid Submission of documentary evidence for payment of Railway freight. Copy of the 'Bill of Entry' shall be submitted along with above documents.
- V. Submission of original documents/ certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin* (3) Insurance certificate for the cargo (4) Load Port Coal Quality Analysis certificates of IIA (5) Certificate of quantity; (6) Submission of certificate indicating the Mine (s) from which the coal has been sourced [the name of mine (s) shall be from the list of mine (s) as declared by the contractor in their bid], (7) Submission of original Unloading Port Coal Quality Analysis Certificates, (8) Submission of Tax invoice issued in accordance with the provision of GST Laws

*[In case importing coal from ASEAN Countries, ASEAN India Free Trade Area Preferential Tariff Certificate of Origin (Form A1) shall be submitted]
- VI. Original documents and one certified true copy shall be submitted by Vendor. The original documents will be returned by CIL after due verification.
- VII. In the event, tax invoices issued by the contractor are not uploaded on the common GST portal in a time manner resulting in denial of credits in the hands of the employer, the employer shall be at liberty to withhold so much of the amounts along with applicable interest from the subsequent payments due to the contractor

31.7 BALANCE PAYMENT

Balance payment i.e. 10% of CFR Coal Price, 100% of Railway Freight/ IWT Freight and 10% of other components of FOR Coal Price comprising Port & Inland Handling charges & other incidental charges shall be released after receipt of Coal quality results at Delivery Point and carrying out necessary adjustment in quantity due to quality variations on fulfillment of the following conditions:

- I. Submission of Final Tax Invoice in quadruplicate for Final balance payment after carrying out the adjustment for quality results.

(Exchange rate, if applicable, for CIF Coal Price, for the purpose of payment, shall be based on the date of receipt of such consignment at Delivery Point)

In case actual date of receipt of consignment(s) at Delivery Point is beyond the Delivery Schedule for the entire quantity (Referred in this tender document), the Reference Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the reference exchange rate as applicable on the actual date of Delivery, whichever is lower, shall be applicable for the purpose of payment.

- II. Submission of documentary evidence for exchange rate conversion from US\$ to Indian Rupee, if applicable.
- III. Submission of original report of Purchaser and in case of dispute, report of the third-party lab for Coal Quality at Delivery Point, as described in this tender document and submission of original Unloading Port Coal Quality Analysis Certificates of IIA.



For adjustment of quantity due to coal quality variations, samples shall be taken from each rake/Barge and analyzed for each rake/Barge for payment purpose as described in this tender document. The consignment at Delivery Point shall imply the Rake/Barge quantity.

Reconciliation of monthly supplies and payments carried out as described in this tender document.

IV. All elements of Price including CFR Coal price, Port & handling charges, GST and Cess & surcharge, if any, shall be based on received and adjusted Net Quantity at Delivery Point. The payments made shall be reconciled and settled during the joint monthly reconciliation.

V. **Reference Exchange Rate**

Reference Exchange Rate: for a day means the RBI/FBIL Reference Rate in Indian Rupees for US Dollars (\$), as published by Reserve Bank of India or if such rate is not published on such day, the Reference Exchange Rate shall be the comparable rate applicable on the last day before such Day for which such published rate is available.

VI. Any balance adjustment because of quality and quantity shall be settled through debit/credit notes and payment thereof shall be made within 5 working days from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, CIL reserves the right to adjust the same in the next available payment.

VII. **Regarding lodging of claim with Railways for diverted out rakes/ wagons**

All the necessary action for the lodging of claim and liaisoning with Railways for follow up and settlement of such claims shall be the responsibility of the Vendor. Further in such cases where CIL is required to lodge the claim, the claim amount as settled by Railways against these claim will be credited to the vendor's account by CIL on settlement and receipt of such claim from Railways. CIL shall not be responsible for amount of claim settled and time taken for settlement by Railways.

32.0 SETTLEMENT OF DISPUTES

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer/Officer-in-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to Dealing Department of CIL. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one



member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2021).

32A. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the relevant clause in this tender document.

In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

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

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the CMD of CIL to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the CMD of CIL as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2021, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.



The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm/ Joint Venture/Consortium:

The Partnership firm/ Joint Venture/ Consortium is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

33.0 Discrepancies in Contract Documents & Adjustments Thereof

- 33.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority’s decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.
- 34.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.



SECTION - 3

TECHNICAL SPECIFICATIONS

1. INTRODUCTION

Coal India Limited (hereinafter referred to as CIL or the Owner or the Employer or the Supplier) plans to import coal of quantity 3.00 MMT with the provision of doubling the quantity to 6.00 MMT from any country/origin other than India of specifications given in the Bidding Documents, for delivery on FOR Destination basis on As and When required basis. The bid evaluation (price evaluation) for this bid would be based on the quoted price for delivering 3.00 MMT coal to a port on the Western coast of India and loaded on wagon. The quantity of various shipments (Minimum order per indent to the vendor would be ~50,000 Metric Tonnes) would be on As and When required basis.

Coal India Limited intends to import coal of specifications mentioned herein given “FOR Destination” basis at delivery points of various GENCOs and IPPs (herein referred to as “Purchaser”), which shall be intimated to the vendor post execution of the back-to-back agreement with the purchaser as well as execution of the medium-term contract with the vendor as stipulated in this NIT, for quantities given on a packaged basis offered at the Western coast of India. The timely supply of imported coal as per delivery schedule is the essence of contract. Total quantity of imported coal shall be delivered within 30 days of receipt of the firm order/indent to be furnished by CIL to the vendor. The date of placement of such firm order/indent shall be upto 30th June, 2023. Delivery schedule may be extended further and modified at the sole discretion of Coal India Limited.

Coal shall be imported as per the delivery schedule/firm order/indent given by CIL to the successful bidder. The firm order/confirmed delivery schedule by CIL shall be given on the basis of orders/indents that CIL would be receiving (from purchaser) from time to time till 30th June 2023. (For avoidance of doubt it is clarified that the timeline for delivery of coal (3.00 MMT which may be increased up to 6.00 MMT) shall start from the date of issuance of firm order/delivery schedule/indent placed by CIL to the Vendor which may be before the execution of the contract). Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL.

It shall be noted that the total quantity mentioned in the document is subject to revision based on the actual orders placed to CIL by purchases and subsequently by CIL to the vendor. CIL to ensure that Minimum order per indent/delivery schedule to be made to the vendor would be ~50,000 Metric Tonnes. However CIL reserves the right to not place any firm order, in case of non-receipt of firm order from purchaser to CIL, within the currency of contract.

This tender is for concluding a medium-term contract from July 2022 to June 30, 2023 between selected Agency and CIL for supply of imported steam coal at specified rates during the period covered under the contract. This contract is in the nature of a standing offer from the selected Agency. However, a legal contract would come into existence with placement of individual firm order on As and When required basis and each supply order will constitute a separate contract. A firm order may be placed upto the last date of currency of the contract. All firm orders placed within the currency of the contract are bound to be executed by the contract holder Agency

2. SCOPE OF WORK



The Bidders shall declare the coal mine(s) of origin other than India from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents along with their bids. The Successful Bidder shall supply imported Steam Coal sourced from identified mine(s) as declared by the bidder on As and When required Basis, arranging vessels, stevedoring, handling, storage, port clearances (including payment of all applicable taxes and duties including custom duty wherever applicable), arranging Railway rakes, loading, transportation and delivery at the respective power stations. All other activities including clearing and forwarding of the consignments like Customs Clearance, coordination with Ports, Railways and any statutory authorities shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination with coal mine (s) in any country/origin other than India, coordination at load port, discharge port, Railways handling agents etc. shall also be part of Scope of Work of the Successful Bidder. Unloading of Coal at Delivery Point end from Railway Wagons shall be arranged by Purchaser.

The Vendor shall have to arrange for requisite plots at port for storage of Imported Steam Coal procured by Coal India Limited. The Vendor shall be responsible and liable for all delays arising out of non-availability of adequate plots at port. Coal India Limited (or the "supplier") in no circumstances shall be responsible for such delay and/or be liable for any claim on such account. Also the Vendor shall not hold Coal India Limited responsible for such delays under any circumstances.

The Vendor shall alone be responsible for watch and ward of the coal stock at such plots at port(s). They shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior coal, extraneous material, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of the Vendor.

3. QUALITY

- A. The Successful Bidder shall supply imported Steam Coal on "FOR Destination" basis at identified delivery points of various GENCOs and IPPs through various discharge ports in India. The supply shall start as per Delivery Schedule to be given to the successful bidder by Coal India Limited. Delivery schedule may be extended further at the sole discretion of Coal India Limited.
- B. The Successful Bidder shall deliver the quantity allotted for supply as advised by Coal India Limited.
- C. The Indicative list of Ports in Western Coast of India that will have to be utilized for imports of coal has been provided in the bid document at **Annexure-25**.
- D. Coal India Limited shall delivery schedule/firm order/indent to the Successful Bidder in



advance. Coal has to be delivered to the Delivery Point of Purchasers within 30 days from the date of issue of such indent/delivery schedule/firm order by CIL. However, Coal India Limited reserves the right to change the delivery schedule with a prior notice at its sole discretion. The successful bidder shall have no objection or reservations, claim of any nature whatsoever on Coal India Limited for such changes in schedule.

- E. The Owner reserves the right to vary the quantity for within the Package, and/or delete altogether during execution based on the requirement.
- F. The total package quantity shall be subject to a variation at the discretion of Coal India Limited, which in-turn would be dependent on intimation from the purchaser.
- G. Net adjusted quantity supplied at the delivery point of each station shall be within +/- 10% of allocated quantity for that station.
- H. Under exceptional circumstances, Coal India Limited reserves the right to award bare minimum quantity required to meet the essential operations.

CIL, under exceptional circumstances, reserves the right to require the Vendor to deliver the Imported Steam Coal to the delivery points via ports other than the ports mentioned in **Annexure -25** in accordance with the terms of the Contract without any additional cost implication to Coal India Limited. Coal India Limited will pay the Railway freight including taxes for the distance from the Discharge Port to the concerned thermal power plant as per actual. However, any overloading/ underloading charges as applicable for Railways shall be on account of Vendor as per the terms and conditions of the contract.

4. SPECIFICATIONS OF COAL

The Steam Coal to be imported will be as per the specified range for quality parameters as furnished in Annexure-24 of Section-4 of bidding documents. Coal having specifications beyond specified range of the technical parameters shall not be loaded in the vessel at the load port. The Coal of specifications beyond the specified range of the technical parameters as per the specifications shall be liable for rejection by Coal India Limited. Coal India Limited shall not be held responsible of any financial loss to Vendor in any circumstances in case of rejection.

The imported Steam Coal to be supplied under this tender could be of any origin except India. Further Coal India Limited has specified range for each parameter of coal and also linked the FOB prices to CERC index as well as Indonesian Coal Index ICI3 (5000 kcal/kg GAR) and S&P Global-Platts Index (5000 kcal/kg GAR) as detailed in Pricing Methodology at Annexure-22 of Section-4.

Base parameters for price basis shall be as under:



Total Moisture (ARB) + Ash(ADB) (TM+Ash): 35%

Sulphur (ADB) : 0.90%

Gross Calorific Value (ARB) : 5000 Kcal/Kg

Size (less than 2.36mm) not exceeding : 10% of quantity received at delivery point

5. PRICES BASED ON INDICES

- I. CFR Price of Coal shall be payable to the Vendor based on the methodology outlined in this bidding document in various clauses.
- II. FOB Coal Price & Ocean Freight quoted shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, based on indexation as per following methodologies (also further detailed in Pricing Methodology at Annexure-22 of Section 4)

A1. FOB Coal Price

- (i) For Imported Steam Coal supplied from Indonesia –
 1. Indonesian Coal Index ICI 3 (5000 Kcal/kg GAR), elaborated in the Pricing Methodology
 2. S&P Global-Platts Index (5000 kcal/kg GAR) on weekly average basis elaborated in the Pricing MethodologyFor the purpose of payment, the lower of price worked out based on the above two methodologies, i.e. A. (i) (1) and A.(i) (2) as elaborated in Pricing Methodologies shall be considered.
- (ii) For Imported Steam Coal supplied from countries other than Indonesia –
 1. Indonesian Coal Index ICI 3 (5000 Kcal/kg GAR), elaborated in the Pricing Methodology
 2. S&P Global-Platts Index (5000 kcal/kg GAR) on weekly average basis elaborated in the Pricing Methodology
 3. CERC's **Modified Composite Index** Methodology, elaborated in the Pricing Methodology.

For the purpose of payment, the lower of price worked out based on the above three methodologies, i.e. **A. (ii) (1), A.(ii) (2) and A.(ii) (3)** as elaborated in Pricing Methodologies shall be considered.



A.2 Ocean Freight

Methodology using Singapore Bunker prices for VLSFO index (as per CERC methodology), elaborated in the Pricing Methodology including Indexation.

A.3 Total CFR Coal Price

Total CFR Coal Price for the purpose of payment shall be the sum of the FOB Coal Price and Ocean Freight, worked out as above.

6. QUANTITY DETERMINATION

- (i) Net Adjusted Quantity of coal received at delivery points of purchaser (as stipulated under this document for Gencos and IPPs), i.e. quantity worked out after carrying out adjustments due to quality variations with respect to the base parameters, will be final for the purpose of assessment of executed quantity and payment.
- (ii) Quantity determination of Imported Steam Coal shall be done at the purchaser's delivery points, subject to adjustment due to variations over the base quality parameters (as at S.N.1.1) if any, and payments thereof shall be based on such determination at purchaser's delivery points as stipulated under this document.
- (iii) The Coal delivered shall be weighed at purchaser's delivery points preferably in presence of representative of Vendor. The Weighment of Imported Steam Coal shall be done at the weighbridge of Purchaser. Purchaser shall permit IIA to supervise the weighment. Purchaser shall arrange for electronic weighbridge(s)/weighment facilities with print out facility at Delivery Point. Purchaser shall be responsible for maintaining the weighbridge(s) at Delivery Point. The weighment system must be calibrated in accordance with the weights and measures standards and shall be sealed and stamped by Weights and Measures (W&M) Department of the Government. For such sealed and stamped weighbridges, the certificate(s) issued by the W&M Department shall be considered as final for all Parties. IIA shall incorporate the results of any such certificate(s) issued by the W&M Department in the certificate being issued by the IIA for the Imported Steam Coal.
- (iv) The coal will be measured/ weighed rake-wise/ wagon-wise for the determination of quantity. In case of partial weighment of rake, the weight of un-weighed wagons shall be considered as per the RR weight as described above. The quantity determined shall also be subjected to adjustment due to quality variations.
- (v) It will be the responsibility of the Vendor to inform the rake arrival time at power station in advance.
- (vi) It shall be the responsibility of the Vendor to dispatch rakes under clear identification tags and distinct identification should appear in all documents so that the rake at the destination can be identified. No claim on CIL/Purchaser can be made or be admissible if there is any



error in determination of quality parameters due to erroneous or non- identification of rakes at power station.

- (vii) The Vendor shall ensure that Imported Steam Coal rakes are delivered to the designated delivery point only. In case the rakes are diverted by Railways for any reason(s), beyond the control of the Vendor, Vendor shall furnish advance intimation and RR and other necessary details to the concerned purchaser as well as to CIL immediately on diversion of rake.
- (viii) All other charges like Demurrage/ Dispatch, Wharfage, Overloading/ Under-loading charges etc. as applicable for Ports and Railways shall be to the account of Vendor. Any delay/ detention charges of Rakes at the designated delivery points shall be to the account of the concerned purchaser.

7. QUALITY INSPECTION

Quality determination of Imported Steam Coal shall be done at Load port, Discharge port and at the designated delivery point. However, Quality of coal will be final based on the inspection results of the samples taken at Delivery Points and payments thereof will be based on such determination at Power stations.

The Vendor shall be responsible for draft survey, sampling and testing of coal samples at Load Port.

The Vendor shall be responsible for draft survey, sampling and testing of coal samples at Discharge Port.

The costs towards draft survey, coal-sampling analysis and testing at various points i.e. Load Port and Discharge Port / Transfer Point shall be borne by the Vendor.

Coal India Limited or the purchaser, either directly or through its authorized representative or through an Independent Inspection Agency appointed by it at its discretion and cost, can carry out random checking of the sampling & analysis process at Load Port and/or Discharge Port and validate the quantity and quality parameters established by Vendor as above.

i) Sampling, Preparation and Testing of coal samples drawn at Load Port/ Discharge Port/ Designated delivery point end shall be carried out as per below:

| Parameter | At Load Port/ Discharge Port | At Designated delivery point |
|-------------------|------------------------------|------------------------------|
| Sampling | | |
| Sample collection | ASTM D 2234/D 2234M-20 | ASTM D 2234/D 2234M-20 |



| Sample preparation | | |
|---|-------------------------------|-------------------------------|
| Sample preparation | ASTM D-2013/D2031M21 | ASTM D-2013/D2031M21 |
| Testing and Analysis of coal samples | | |
| GCV (ARB) | ASTM D 5865/D5865M-19 | ASTM D 5865/D5865M-19 |
| Total Moisture (ARB) | ASTM D 3173/D 3173 M-17A | ASTM D 3173/D 3173 M-17A |
| Volatile Matter(ADB) | ASTM D 3175-20 | ASTM D 3175-20 |
| Ash (ADB) | ASTM D 3174-12 (2018)e1 | ASTM D 3174-12 (2018)e1 |
| Proximate Analysis | ASTM D 3172-13 (2021)e1 | ASTM D 3172-13 (2021)e1 |
| <i>Sulphur (ADB)</i> | <i>ASTM D 4239-18e1</i> | <i>ASTM D 4239-18e1</i> |
| <i>Size</i> | <i>ASTM D 4749-87(2019)e1</i> | <i>ASTM D 4749-87(2019)e1</i> |
| <i>HGI</i> | <i>ASTM D 409/D 409M-16</i> | <i>Not Applicable</i> |
| <i>IDT</i> | <i>ASTM D 1857/D 1857M-18</i> | <i>Not Applicable</i> |

Note: Latest version of the standard method specified shall be applicable

ii) For corrections on quality variations:

For correction of GCV for landed price, Total Moisture, Ash & Size for quantity and Sulphur for penalty, test results of purchaser or Independent Inspection Agency (IIA) shall be considered and in case of any dispute (except for Total Moisture and Size), test results of referee sample, if admissible, shall be considered. For Total Moisture and Size since the analysis carried out at purchaser’s Laboratory by purchaser’s Chemist and is witnessed by HOP nominated officer and Vendor or his representative and the test certificate is signed by purchaser’s Chemist, HOP nominated officer and Vendor or his representative, such analysis and test report shall be binding on Vendor. Accordingly, no dispute shall be raised subsequently by Vendor or his representative on Total Moisture and Size. In view of this no Referee Sample for determination of Total Moisture and Size shall be kept.

The respective purchasers will submit its test report of each rake to the representative of the Vendor at site. In case of any dispute, due to variance in test results of sample collected and distributed at Clause 7 (ii) (a) and 7 (ii) (b) above of Vendor and purchaser or IIA beyond the limits permissible under the relevant ASTM (except for Total Moisture and Size) and



subsequent claim by the Vendor for testing of referee sample, the test report [for the sample distributed as Clause 7 (ii) (b)] of corresponding rake of Vendor should be provided to the purchaser within 10 (Ten) working days after receipt of the purchaser’s report by the Vendor or 20 (Twenty) working days after distribution of sample whichever is later. Challenge for the testing of referee sample shall be supported by the Bomb Calorimeter print out / screen shot in case of GCV and Printout of Sulphur Analyzer Printout/ Screen shot. In such an event, Referee Sample shall be forwarded by the purchaser to Third Party Inspection Agency nominated by the purchaser. The cost of testing of the Referee Sample at the lab of the Third Party Inspection Agency shall be borne by the Vendor. The purchaser and the supplier shall not be responsible for the time taken for Referee Sample tested by Third Party Inspection Agency.

If no dispute is raised by Vendor within Ten (10) working days after receipt of the purchaser’s report by the Vendor or twenty (20) working days after distribution of sample whichever is later, no request for consideration of referee sample shall be accepted subsequently. In such cases, analysis report of the purchaser shall be binding, and the purchaser reserves the right to destroy the Referee Samples.

8. REJECTION

Utmost precaution shall be exercised by the Vendor at the time of loading of vessel at Load port. Coal having specifications beyond specified range of the Technical Parameters as per Annexure 24 of Section-4 shall not be loaded in the vessel at the load port. The Coal of specifications beyond the specified range of the Technical Parameters at Load port shall be liable for rejection by the purchaser or the supplier. The purchaser or the supplier shall not be held responsible of any financial loss to Vendor in any circumstances in case of rejection.

Placed below are the Technical Parameters with minimum and maximum limit for acceptance with double penalty based on delivery point end testing results:

| Parameters | UNIT | Minimum limit | Maximum limit |
|----------------------------------|---------|---------------|---------------|
| Total Moisture (ARB) + Ash (ADB) | % | None | 40% |
| Gross Calorific Value (ARB) | Kcal/Kg | 4700 | None |
| Sulphur (ADB) | % | None | 1.0% |

If the values of station end testing result for any of above Technical Parameters viz. Total Moisture (ARB) + Ash (ADB) (**TM+Ash**), Sulphur (ADB) are reported above the absolute maximum tolerance limit as indicated above, then purchaser reserves the right to accept the supplied quantity with double the penalty as mentioned at Clause 12 for respective parameters.



Similarly, If the value of station end testing result for Gross Calorific Value (ARB) are reported below the absolute minimum tolerance limit as indicated above, then the purchaser and CIL reserves the right to accept the supplied quantity with double the penalty as mentioned at Clause 12 for respective parameters.

9. TERMINATION

The Imported Steam Coal shall be tested at load port and discharge port by Vendor. The coal specification should be complied with the base parameters indicated and should be within the specified range of the technical parameters as provided in the **preceding section – “8. Rejection” of Section 3**

If in any two different ships, the Imported Steam Coal specifications after testing at discharge port(s) **are reported outside the specified range of any/ all of Parameters, as indicated in preceding section – “8. Rejection” of Section 3**, then the supplier shall terminate the contract agreement and invoke the Performance Security Deposit in the form of Bank Guarantee.

10. DISPUTE RESOLUTION

The Imported Steam Coal shall be tested at project site by the purchaser or IIA and the payment shall be made with reference to this report. If there is any dispute due to variance in results of Vendor and the purchaser or IIA` beyond the limits permissible under the relevant ASTM (except for Total Moisture and Size) for any particular rake, the Referee Sample will be sent to Third Party Inspection Agency nominated by the purchaser as per Clause 7. The report of the Third Party Inspection Agency shall be final and binding to both the parties.

11. ADJUSTMENT ON QUALITY VARIATIONS

In the event of variations over the quality parameters from base parameters, adjustments shall be carried out as per the formula provided hereinafter:

a) **Total Moisture {As Received Basis (ARB)} + Ash (ADB)**

For correction of quantity due to (Total Moisture +Ash), purchaser’s test results at the delivery point shall be considered and in case of any dispute (except for Total Moisture and Size), if admissible as per Clause 7, test results of Third-Party Inspection Agency nominated by the purchaser shall be considered.

Corrections will be done as follows:

i) **For Total Moisture {As Received Basis (ARB)} + Ash (ADB) 35 <TM <=40**



Weight of Coal to be reduced (For $35 < B \leq 40$) = $A \times 1.18 \times \frac{(B - (C \times (100 - B) / (100 - C)))}{100}$

ii) For Total Moisture {As Received Basis (ARB)} + Ash (ADB) $TM + Ash > 40$ %

Weight of Coal to be reduced (For $B > 40$) = $2 \times A \times 1.18 \times \frac{(B - (C \times (100 - B) / (100 - C)))}{100}$

(where A is Coal received weight, B is percentage value of (Total Moisture + Ash) of coal received, C is the base parameter value of (Total Moisture + Ash))

No correction shall be applied in case of decrease in (Total Moisture + Ash) below the base parameter value.

b) Gross Calorific Value {As Received Basis (ARB)}

For correction of contracted landed price, purchaser’s test results at the delivery point shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Third-Party Inspection Agency nominated by the purchaser shall be considered.

Corrections will be done as follows:

i) For Gross Calorific Value { As Received Basis (ARB)} $5000 > GCV \geq 4700$

Corrected landed price (Per Metric Tonne) (for $5000 > GCV \geq 4700$)

$$= A \times \frac{(GCV (ARB) \text{ at Delivery Point})}{(\text{Contracted base GCV (ARB)})}$$

ii) For Gross Calorific Value { As Received Basis (ARB)} $GCV < 4700$ kcal/kg

Corrected landed price (Per Metric Tonne)

$$= A - 2 \times A \left\{ 1 - \frac{(GCV (ARB) \text{ at Delivery Point})}{(\text{Contracted base GCV (ARB)})} \right\}$$

Where A= Contracted landed Price at the purchaser’s delivery point Per Metric Tonne

For above calculation, Contracted landed price of coal shall imply the landed price of coal arrived at based on the Pricing Methodology at **Annexure-22 of Section-4** and shall be



excluding Custom Duty and GST.

No correction shall be applied in case of increase in measured GCV (ARB) above the base parameter value.

c) **Sulphur (ADB):**

For Sulphur, Purchaser's test results at the delivery point shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Third Party Inspection Agency nominated by the Purchaser shall be considered.

i) **For Sulphur {Air Dried Basis (ADB)} 0.90 < Sulphur <= 1.00**

A penalty at the rate of **Rs.200 per Metric Tonne** for every increase of 0.1% in Sulphur or part thereof shall be levied.

ii) **For Sulphur {Air Dried Basis (ADB)} Sulphur >1.00**

A penalty at the rate of **2 x Rs. 200/- per Metric Tonne (i.e. Rs. 400/- per Metric Tonne)** for every increase of 0.1% in Sulphur or part thereof shall be levied.

Sulphur content below the base parameter value of Sulphur shall be ignored.

Illustration for Penalty for deviation from base parameter as per (i) and (ii) above

Suppose Sulphur (ADB)-0.95
Then Penalty shall be Rs 200 Per Metric Tonne

If Sulphur (ADB)- 1.05
Then Penalty shall be Rs 800 Per metric Tonne (Rs 2 x 400)

d) **Size:**

If the size as per sampling/analysis through analysis process at Purchaser's delivery point as determined by ASTM-D4749-87(2012) or its latest version in air-dried sample for **0-2.36 mm size particles** exceeds 10% of the sample coal by weight received at power station, then the weight of coal shall be reduced as per following formula:

$$\text{Weight of Coal to be reduced} = (A*B/100)*0.1$$

(Where A is quantity of coal received at power station, B is increase of the fines particles



above 10% in percentage value)

(Example- If fines particles is 15%, then $B = (15-10) = 5$)

- e) After adjusting the received quantity at the delivery point for quality parameters as above, if it is found that the net adjusted quantity is higher than the net Bill of Lading quantity (i.e. quantity worked out after carrying out adjustments due to quality variations at Load Port with respect to the base parameters), the payment shall be restricted to net Bill of Lading quantity. In case the net adjusted quantity at the delivery point is lower than the net Bill of Lading quantity, the net adjusted quantity at delivery point shall prevail for the purpose of payment.
- f) For the purposes of adjustment of coal quality vessel wise, the samples shall be taken from each rake and analyzed for each rake supplied from the particular vessel. The weighted average results of such analysis of rakes received in fifteen days i.e. rakes received between 1st to 15th and rakes received between 16th to 30th/31st of the month at the delivery point shall be applied for carrying the necessary adjustment. In case, rakes are received from more than one vessel then rakes received from each vessel in fifteen days period shall be considered for calculation of weighted average results i.e. weightage average results shall be worked out vessel wise separately. Further, if the quality parameters of any rake falls in rejection limits, it will not be included in above fifteen days averaging and shall be considered separately in accordance with provisions at Clause 8.

Treatment of Rakes falling under the Rejection Clause shall be as follows:

- Rake (s) falling under rejection as per Rejection Clause at para 8.0 shall not be considered for the calculation of the fortnightly weighted average as explained above and shall be reconciled on standalone basis as per the rejection Clause at para 8.0.
- g) The Coal delivered by the Vendor at the Delivery Point will be free from impurities and extraneous materials including metals, boulders, stones, shales, bones, slates, earth, rocks, pyrites, plastic or wood etc. Vendor is to ensure that coal is free of foreign /extraneous material etc., failing which the purchaser and the supplier shall ask the vendor (Successful bidder) to segregate as well as recover up to contracted landed price for ten times of weight of the extraneous material or 0.5% of FOR coal value of particular rake whichever is higher.

12. RECONCILIATION/ ADJUSTMENTS



Vendor and the supplier shall jointly reconcile all payments made for the monthly Coal supplies shipment (vessel) -wise during each month within fifteen (15) working days after end of each month. The parties shall forthwith give credit/ debit notes for the amounts falling due, if any, assessed during such reconciliation and payments shall be made within five (5) working days thereafter. The monthly reconciliation statement shall be jointly signed by the authorized representative of Vendor and the supplier, which shall be binding on both the parties. Reconciliation of payments shall be completed within one (1) month from the receipt of last consignment. The reconciliation between the supplier and the purchaser shall be on similar grounds and shall be covered separately as part of the agreement between the purchaser and the supplier.

13. GENERAL

- I. The holds of each vessel shall be cleaned before loading, to avoid contamination.
- II. Immediately on nomination of vessel, the Vendor shall inform the supplier and the purchaser the following details of the vessel(s):
 - a. Name of the vessel & Steamer Agent
 - b. Expected Time of Departure
 - c. Expected Time of Arrival & Port of Discharge
 - d. Quantity of Coal proposed to be loaded
- III. In view that import coal price is linked to indexation and each Shipment may have a different price, it would be essential to link rakes / wagons with each shipment. Vendor shall accordingly identify the rakes/ wagons with each shipment for the purpose of pricing in line with the agreement.
- IV. Certain Zonal Railway has recently issued circular stipulating that for Rakes/ wagons diverted in between the Units of same Power Corporation/ Industries will be entertained only when claim cases have been registered against the said NR (Not Received) consignment by the consignee. Accordingly, Vendor, the purchaser or the supplier, as the case may be, shall lodge the claim with Railways for any missing/diverted out wagon/rake as per prevailing Railway rules.

In case Vendor is required to lodge the claim with Railways then required authorization from the respective purchaser shall be taken, if required.

In case the purchaser is required to lodge the claim with Railways as per extant rules of Railways then purchaser's responsibility will be limited to lodging the claim for such



missing/ diverted Rakes/ wagons. However, all the necessary action for the same and liaisoning with Railways for follow up and settlement of such claims shall be the responsibility of the Vendor. Further in such cases where the purchaser is required to lodge the claim, the claim amount as settled by Railways against these claim will be credited to the Vendor's account by the supplier on settlement and receipt of such claim from Railways. The purchaser or the supplier shall not be responsible for amount of claim settled and time taken for settlement by Railways.

- V. Vendor shall maintain separate account for missing/diverted wagons of Imported Steam Coal if any and shall take up with Railways to ensure that such wagons are delivered at consignee stations only.
- VI. Railway freight will be payable as per actuals.
The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



SECTION - 4

ANNEXURES



BID SUBMISSION CHECKLIST

[Note: Document Checklist shall be attached with Annexure 1 of the Technical Bid]

| Sl. No. | Document | Attached (Yes/No) | To be uploaded in folder during bid submission |
|---------|--|-------------------|--|
| 1 | Letter of Bid (Annexure-1) | | LoB |
| 2 | General Information of the Bidder (Annexure-2) | | Commercial |
| 3 | Pre-Contract Integrity Pact (Annexure- 4) | | Commercial |
| 4 | Form for Electronic Fund Transfer / Internet Banking Payment (Annexure-9) | | Commercial |
| 5 | Power of Attorney (Annexure-10) | | Commercial |
| 6 | Power of Attorney for Lead Partner of Consortium (Annexure-11) | | Commercial |
| 7 | Proforma for Execution of Agreement (Annexure – 12) | | Commercial |
| 8 | Proforma for Memorandum (Annexure – 13 & 14) | | Commercial |
| 9 | Proforma for Written Consent for Arbitration Clause (Annexure-15) | | Commercial |
| 10 | Undertaking & Declaration of Blacklisting/ Banning (Annexure-16A & 16B) | | Commercial |
| 11 | Detailed Experience as per Technical Eligibility Criteria (Annexure-5, 20 & 21) | | Eligibility |
| 12 | Details of Financials as per Financial Eligibility Criteria (Annexure-6 & 7) | | Eligibility |
| 13 | Audited Balance Sheet and Profit and Loss of the applicant for last 3 years as documentary evidence for financial eligibility criteria | | Eligibility |
| 14 | Certificate of Incorporation of the Bidder as documentary support for legal status of the Bidder | | Commercial |
| 15 | Attested copy of PAN Card of the Bidder (if applicable) | | Commercial |
| 16 | Attested copy of GST Registration Certificate of the Bidder (if applicable) | | Commercial |
| 17 | Valid Digital Signature Certificate (Annexure-17) | | Commercial |
| 18 | Filled-in BOQ/Price Bid Excel File | | |



ANNEXURE-1: FORMAT FOR LETTER OF BID

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

To :
Executive Director (CA & BD)
Coal India Limited
Premises NO. 04, MAR, Action Area 1A
New Town, Rajarhat, Kolkata 700156

Sub : Bid for the Work “SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA”

Tender No. & date : **CIL/CV/2022/Coal Import/ MTT-WEST /5332 dated 10-June-22**

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ, Price Bid and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, EMD, , Price Bid and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of award/Work Order shall constitute a binding contract between us and CIL.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision, CIL/ Subsidiary shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of award/ work order /award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period of 12(twelve) months.

Date :

Yours faithfully,

Signature of Bidder with Seal



ANNEXURE-2: GENERAL INFORMATION OF THE BIDDER

(On Bidder’s letterhead)

| 1 | Bidder Details | |
|----------|--|--|
| 1.1 | Nature of the Applicant | Single Entity / Consortium |
| 1.2 | Full Legal Name of Applicant’s entity / Consortium Agency | |
| 1.3 | Legal Status of the Applicant’s entity / Consortium Agency | Public Ltd. Co. / Pvt. Ltd. Co. / Partnership / Any other status as applicable |
| 1.4 | CIN/ Registration No. | |
| 1.5 | Year of Registration | |
| 1.6 | Registered Office Address | |
| 1.7 | Telephone Number | |
| 1.8 | Fax Number | |
| 1.9 | e-mail Address | |
| 1.10 | PAN | |
| 1.11 | EPF Registration No. | |
| 1.12 | Principal Place of Business | |
| 1.13 | GSTIN | |
| | | |
| 2 | Details of Personnel authorized for signing application | |
| 2.1 | Name & Designation | |
| 2.2 | Address | |
| 2.3 | Mobile Number & e-mail ID | |
| 2.4 | Does the application contain the Board Resolution / Power of Attorney / Authority Letter / equivalent document, which empowers the person or persons to sign the application? If no, give reason(s) | Yes / No Reason if answer is ‘No’ |

(Sign. & Seal of Authorized Signatory)



Note: CIL reserves the right to seek additional documentary evidence from applicants in support of their respective statements.

The applicant may use additional page to furnish details if the space provided in this form is inadequate.



ANNEXURE-3A: FORMAT FOR PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

To

.....
.....

Re: Bank Guarantee in respect of Agreement/Contract No..... Dated.....
Between (Name of the company) and (Name of the Contractor)

WHEREAS

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no dated (hereinafter called 'the said Agreement') with Coal India Limited, Kolkata) (hereinafter called 'the Company') to supply stores/ materials amounting to Rs.on the terms and conditions contained in the said Agreement.

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

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

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

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

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions



of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....day of20.....

Place.....

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



ANNEXURE-3B: INDICATIVE FORMAT FOR BANK GUARANTEE (INITIAL PAYMENT)

To

.....
.....

In consideration of Coal India Limited having its registered office _____
_____ (hereinafter referred to as “Company” or “CIL”, which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) having agreed under the terms and conditions of contract number _____ dated _____
Between Coal India Limited and M/s _____ having its registered office at _____ (hereinafter referred to as the ‘Vendor’, which term shall unless excluded or repugnant to the subject or context include its legal representatives, successors and permitted assigns in case of Company) and, the Vendor being required to furnish the Guarantee against interest bearing advance payment (“Initial Payment) for INR _____ against Bill of Lading for quantity of Imported Steam Coal in terms of the said Contract.

We, _____ (Name and address of the Bank), having its Head Office at _____ (Address of the Head Office of the Bank) (hereinafter called the Guarantor, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay CIL as may be directed by CIL all amounts payable by the Vendor to the extent of _____ (Amount) at any time upto _____

subject to the following terms and conditions :-

- 1) In the event of any default on the part of the Vendor to deliver Imported Steam Coal at the delivery points, the Guarantor shall pay to CIL on demand and without any demur, reservation, contest, recourse or protest and/ or without any reference to the Vendor. As to whether the occasion or ground has arisen for such demand, the decision of CIL shall be final.
- 2) CIL shall have the fullest liberty without reference to the Guarantor and without affecting this guarantee to postpone at any time or from time to time the exercise of all or any of its powers and rights under arrangement made with the Vendor, and the Guarantor shall not be released from this guarantee by any arrangement between CIL and the Vendor or any alteration thereof made with or without the consent of the Guarantor or by exercise or non-exercise by CIL of all or any of its powers and rights against the Vendor, or any other forbearance, act of omission on the part of CIL or indulgence granted by or on behalf of CIL to the Vendor, which under the law relating to suretyship would but for this provision have the effect of releasing the Bank as Guarantor from their obligations under this guarantee.



- 3) The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Vendor, but shall in all respects and for all purpose be binding and operative until all monies due to CIL in respect of all liability or liabilities of the Vendor are fully paid.
- 4) It is also agreed that CIL will be entitled at its option to enforce this guarantee against the Guarantor as principal debtor in the instance notwithstanding any other security or guarantee that CIL may have in relation to the Vendor's liability.
- 5) Any such demand made by the CIL on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the CIL and the Vendor or arbitration or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority.
- 6) The Guarantee will remain valid for a period of three (3) months from the date hereof and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 7) The Guarantee shall cover all claims or demand of CIL to the extent of the amount guaranteed.
- 8) Notwithstanding anything contained, the liability of the Guarantor under this Agreement is restricted to Rs. _____/- (Indian Rupees _____), and the same shall be kept operative and valid by the Vendor upto and including the day of _____ (date that is three (3) months from the issue of the Bank Guarantee) and to such further period, as may be required and agreed by the Parties and agreed by the Guarantor before the expiry of the aforesaid validity.
- 9) This guarantee can be enforced by CIL any number of times for their claims or demand to the total extent of Rs. _____/- (___), as long as it remains in force. The enforcement of this Guarantee in part by the CIL, for any reason whatsoever, shall not amount to discharge of the obligations of the Guarantor under this Guarantee to the extent of the balance (unenforced) amount(s) of the Guarantee.
- 10) The guarantee is operative at our _____ (name and address of the branch) Branch, _____ (Place).
- 1) The claim period for Bank Guarantee shall be 3 months beyond the expiry of Bank Guarantee.

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

Dated this.....day of20.....
Place.....



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

**Signature of the Bankers
With date & Rubber Stamp**



ANNEXURE-4: PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made *on day of bid submission*, between on one hand, Coal India Limited / Subsidiary Cos. (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part *and Undersigned who is authorized to sign the bid* (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure the tendered Stores/Equipment/Items/Goods and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



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

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

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

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

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

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

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

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for India agents of foreign supplier shall be as per the provisions mentioned in the NIT.

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

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

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

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



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

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

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

Section 4 - Compensation for Damages

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

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

the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

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

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



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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will



so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of

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Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of Bidder/ Contractor)

This document is digitally signed



ANNEXURE-5: TECHNICAL ELIGIBILITY CRITERIA (1/2)

| Sl. No. | Name and address (with Tel No, Fax No, email Id etc) of the Purchaser to whom any of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India has been imported/exported and supplied to any firm in any continuous twelve(12) months during the preceding seven (7) financial years along with the current financial year up to date of publication of this tender | PO/LOA /contract Reference# | Type of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement, etc. of origin other than India | Quantity supplied (Million Metric Tonnes) | Period of supply (From DD/MM/Y YYY to DD/MM/Y YYY) |
|---|---|------------------------------------|---|---|--|
| | | | | | |
| | | | | | |
| Total Quantity of dry bulk(solid) commodity Supplied ((Million Metric Tonnes) | | | | | |

Note: In support of the above experience (s), Bidder*/ Consortium* shall furnish their respective:

- (1) Certificate in original from the statutory auditor(s) of the bidders in the suggestive format enclosed at ANNEXURE –20A in the Section-4 of the bid document and
- (2) Certificate from Buyer in the suggestive format enclosed at ANNEXURE–20B in the Section-4 of the bid document.
- (3) The *Bidder / *Consortium may additionally enclose any other relevant documents like copies of authentic work order, completion certificate, agreements, etc. supporting the details/data.
- (4) The *Bidder / *Consortium may enclose additional sheets of the above format, if required

Signed and seal



ANNEXURE-5: TECHNICAL ELIGIBILITY CRITERIA (2/2)

| Sl. No. | Name and address (with Tel. No., Fax No, email ID etc) of the Purchaser for whom the bidder have handled, including port operations and loading for dispatch through Indian Railways in India, in any continuous twelve (12) months during the preceding seven (7) financial years along with the current financial year up to date of publication of this tender | PO/LOA /contract Reference # | Type of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement, etc. | Quantity handled (Million Metric Tonnes) | Period of supply (From DD/MM/YYYY to DD/MM/YYYY) |
|---|---|------------------------------|--|--|--|
| | | | | | |
| | | | | | |
| Total Quantity of dry bulk(solid) commodity Handled (Million Metric Tonnes) | | | | | |

Note: In support of the above experience (s), Bidder/ Consortium shall furnish their respective

1. Certificate in original from the Statutory Auditor(s) of the (Bidder* / Lead partner*/ Partner of the Consortium*) in the suggestive format enclosed at ANNEXURE –21A in the Section-4 of the bid document;
2. Handling Experience certificate from the Purchaser in the suggestive format enclosed at ANNEXURE -21B in the Section-4 of the bid document and;
3. The Bidder /Consortium may additionally enclose relevant documents like copies of authentic work order, completion certificate, agreements, etc. supporting the details/data.
4. The Bidder / Consortium may enclose additional sheets of the above format, if required.

Signed and seal



ANNEXURE- 6: DETAILS OF REVENUE FROM OPERATIONS OF THE APPLICANT

(On Applicant’s letterhead)

Details of the Net Revenue from Operations of the Entity:

| # | Name of Entity | Financial Year | Net Revenue from Operations (INR Crores) | Whether documentary evidence have been furnished (Yes / No) Furnish reason if answer is ‘No’ |
|---|----------------|----------------|--|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Net Revenue from Operations here means the Net Operating revenue that a company generates from its primary business activities and it shall not include other income of the Applicant.

(Sign. & Seal of Authorized Signatory)

Place:

Date:



ANNEXURE- 7: DETAILS OF NET WORTH OF THE APPLICANT

Net Worth of the Applicant (in INR Crores) as per latest audited balance sheet of the Applicant.

Name of the Applicant: [•]

Note:

- Net worth shall have the meaning as described in Companies Act, 2013 of India.
- Supporting documents to be submitted: Latest financial statement of the Applicant

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ANNEXURE-8: FORMAT FOR PRE-BID QUERIES

| Sl. No. | Chapter No. | Clause No. | Page No. | Tender Term | Bidder's Query |
|----------------|--------------------|-------------------|-----------------|--------------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Sign with seal



ANNEXURE-9: MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

1. Name of the Bidder :.....

2. Address of the Bidder :

.....

City.....

Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

| | | | |
|---|---------|-------------|-------------|
| Bank Name | | Branch Name | |
| Branch Place | | Branch City | |
| PIN Code | | Branch Code | |
| MICR No. | | | |
| Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number. | | | |
| RTGS Code | | | |
| Account Type | Savings | Current | Cash Credit |
| Account Number (as appearing in the Cheque Book.) | | | |

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme.

Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorized Signatory

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON "FOR DESTINATION" BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



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

Banker's Stamp:

Date:

(Signature of the Authorized official from the Bank)



ANNEXURE-10: FORMAT FOR POWER OF ATTORNEY

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/- DULY NOTARIZED)

Know all men by these presents, We, *[name of entity / Lead member of consortium and address of the registered office]* do hereby constitute, nominate, appoint and authorise Mr. / Ms.*[name]*, son/ daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/ retained by us and holding the position of *[designation]* as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA for CIL (the “Client”), including but not limited to signing and submission of all applications, bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of entity / Lead member of consortium]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in “yyyy” format]*.

For *[name and registered address of entity / Lead member of consortium]*

[Signature]

[Name]

[Designation]

Witnesses:

1. *[Signature, name and address of witness]*

2. *[Signature, name and address of witness]*

Accepted

[Signature]

[Name]

[Designation]

[Address]

Notes:



1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant



ANNEXURE-11: POWER OF ATTORNEY FOR LEAD PARTNER OF CONSORTIUM

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.10/-
DULY NOTARIZED)

(To be executed by all Partners of the Consortium)

Whereas Coal India Limited (the “Client”) has invited Application for SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA .Whereas, *[name of Party]*, *[name of Party]* and *[name of Party]* (collectively the “Consortium”) being Agencies of the Consortium are interested in applying for the Empanelment in accordance with the terms and conditions of the Application document and

Whereas, it is necessary for the Partners of the Consortium to designate one of them as the Partner in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Application.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, M/s. *[name of Party]* having our registered office at *[registered address]*, M/s. *[name of Party]*, having our registered office at *[registered address]*, and M/s. *[name of Party]*, having our registered office at *[registered address]*, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s *[name of Partner In-charge]*, having its registered office at *[registered address]*, being one of the Partners of the Consortium, as the Partner In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the Tender process and, in the event the Consortium is selected, , to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Application, including but not limited to signing and submission of all relevant documents and writings, accept the Letter of award, participate in Applicant’s and other conferences, respond to queries, submit information/documents, and generally to represent the Consortium in all its dealings with the Client, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Applicant’s Application for the tender.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney



in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in „yyyy” format]*.

SIGNED, SEALED & DELIVERED

For and on behalf of

AGENCY IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

Third by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*



Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



ANNEXURE-12: PROFORMA FOR EXECUTION OF AGREEMENT

NON-JUDICIAL STAMP PAPER (of appropriate value as per Stamp Act)

This agreement is made on day of between (Name of Company) having its registered office at (here-in-after called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership / proprietorship / Ltd. Co. etc.) firm under the name and style (here-in-after called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/ Firm submitted tender for the said work and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
2. The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Tender Notice (Page .. to ..)
 - ii) Schedule-A General Terms & Conditions, Special Conditions, General Technical Conditions, Erection Conditions of Contract, Technical Specifications and Safety Code (Page to)
 - iii) Schedule-B The probable Quantities and Amount (Page to)
 - iv) Schedule-C Negotiation letters (Page to)
 - iv) Schedule-D Letter of award/Work Order (Page to)
 - v) Schedule-E Drawings (Page to)
3. In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
4. The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of B.G.



IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....
The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature

Address:

Occupation:

Signed by Srion behalf of Signature
(Name of Company) in presence of -

1. Name: Signature
2. Address:.



ANNEXURE-13: PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)

TENDER FOR WORK

I/We hereby tender for the execution for the Coal India Limited (CIL) of the work specified in the underwritten MEMORANDUM at rates specified in the Price-bid within a period of ----- Days as per LOA / Work Order and subject to the annexed conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

| | | |
|---|---|--|
| 1 | Name of Work | |
| 2 | Agreement Value of Work | |
| 3 | Performance Security Deposit | |
| 4 | Additional Performance Security Deposit | |
| 5 | Percentage to be deducted from Bills | |
| 6 | Scheduled Date of Commencement of Work | |
| 7 | Scheduled Date of Completion of Work | |



ANNEXURE-14: PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)

(On Letter Head of Bidder)

I / We,....., Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S.and submitting Bid for the work..... against NIT No.....Dated.....solemnly declares that:

i) If, I/We withdraw or modify my/our Bids during the period of validity,

OR

ii) If, I/We am/are awarded the contract and fail to sign the contract within the stipulated time as per bid document,

OR

iii) If, I/We, fail to submit Performance Security before deadline,

OR

iv) Any other default which attracts forfeiture of EMD as defined in the Tender documents, then, I/We will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

Signature of the Bidder

or

his Authorized representatively

(In case of partnership / JV, signature of all partners of partnership firm / JV)

Date.....



ANNEXURE-15: PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE

(Applicable for Consortium, Partnership Firm & Joint Venture)

We, all the Partners of M/s (Consortium/ Partnership Firm / Joint Venture), do hereby give our written consent for acceptance of the following Arbitration Clause of the NIT for the Work “.....” tendered by Coal India Limited, vide NIT No..... dated and Tender Id

A. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer/Officer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or Engineer/Officer in Charge. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & Excise)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2021).

B. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available as per the tender document.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:



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

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the CMD of CIL to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the CMD of CIL as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the CMD of CIL at his discretion may determine.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Signature of Partners of Partnership Firm/ Joint Venture :

- | | |
|----------------------|-------------|
| 1. Name of Partner : | Signature : |
| 2. Name of Partner : | Signature : |
| 3. Name of Partner : | Signature : |
| 4. Name of Partner : | Signature : |
| 5. Name of Partner : | Signature : |
| 6. | |
| 7. | |

Note : This CONSENT has to be signed by each Partner of Partnership Firm/ Joint Venture



ANNEXURE-16A: PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We,, Proprietor / Partner / Legal Attorney / Director / Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work against Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/ Our Partners/Directors don't has/have any relative as employee of Coal India Limited.

OR

The details of relatives of Myself/Our Partners/ Directors working as employee of Coal India Limited

- a. Name of the employee
 - b. Place of posting
 - c. Department
 - d. Designation
 - e. Type of Relation – Wife / Husband / Father / Step-father / Mother / Step Mother / Son / Step-Son / Son's wife / Daughter / Daughter's Husband / Brother / Step Brother / Sister / Step-Sister.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
 4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
 5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
 6. That our Firm / Company i.e. _____ (mention name of the Applicant Entity / Lead Partner of consortium) is eligible to submit the aforesaid application as it is not under liquidation, court receivership or similar proceedings
 7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
 8. That we are eligible to participate in the public procurement process in India and we are not a restricted entity in line with the guidelines set by Ministry of Finance, Department of Expenditure, Public Procurement Division, vide Memo Number F.No.6/18/2019-PPD dated 23.07.2020, as amended by the Government of India from time to time.
 9. We have submitted only one (01) bid and have not submitted price in conjunction with any other bidder or have not submitted bid in any other name, either directly or indirectly.
 10. *I/We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law.

Or



*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF/EPF authorities, if applicable. We shall make necessary payments as required under law.

* **Delete whichever is not applicable.**

11. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

(In case of JV, all partners are covered)

Or

**I / We have been banned by the organization named " _____ " for a period of..... year/s, effective from to.....

[In case of JV, name(s) of the JV Partner(s)]

** **Delete whichever is not applicable.**

12. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) Revision dated 16.09.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).

13. We, hereby, undertake that we shall deal directly with CIL and have not engaged any Agent to deal with CIL for the subject tender.

14. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

13(a). I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.

13(b). If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted.

Date.....

Signature of the Bidder



ANNEXURE-16B: DECLARATION OF BLACKLISTING / BANNING

- 1) We hereby declare the following:
 - a) We have not been Banned/Blacklisted as on date of submission of bid by any of the Central or State Governments in India / Government Department in India / Indian PSU / autonomous organizations in India / multilateral donor institutions.
 - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
 - c) Our Director(s)/Owner(s)/Proprietor/Agency(ies) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or CIL or CIL’s subsidiaries during the last five (5) years.

- 2) We further declare as under:

That if any information / data furnished by us is found to be incorrect or false or misleading at any point of time, it would render us liable to be debarred from the Empanelment / tendering / taking up of work in CIL, and CIL shall have the full right to take any action as per applicable laws.

Signed for and on behalf of

(Sign. & Seal of Authorized Signatory)

Date:

Place:



ANNEXURE-17: VALID DIGITAL SIGNATURE CERTIFICATE (DSC)

(TO BE SUBMITTED IN THE LETTER HEAD OF BIDDER)

I/We am/are submitting Bid for the work.....against Bid Notice No. dated with Digital Signature Certificate (DSC) of (i.e. Own DSC) who is Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S.

(Signature of the Bidder)

OR

FORMAT FOR AUTHORIZATION OF VALID DIGITAL SIGNATURE CERTIFICATE (DSC)

(On NON JUDICIAL STAMP PAPER)

(POWER OF ATTORNEY)

I/We am/are submitting Bid for the work.....against NIT No. dated with Digital Signature Certificate (DSC) of (i.e. Other DSC) whose DSC has been mapped against name of the bidder who has been authorized to bid on behalf of bidder

| | |
|---|---|
| Name, Signature & Seal of the person who has signed Letter of Bid and is authorizing the DSC Holder for online bidding. | Name & Signature of the DSC Holder having DSC mapped against name of the bidder and authorized for online bidding |
|---|---|



ANNEXURE-18: GUIDELINES FOR BANNING OF BUSINESS

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.

2. The contracting entity may be banned in the following circumstances:-

- i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
- ii) If L-1 bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
- iii) If L-1 bidder fails to start the work on scheduled time.
- iv) In case of failure to execute the work as per mutually agreed work schedule.
- v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.

4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

7. Approving Authority: The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

- a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL, then the Competent Authority for banning shall be CMD of CIL.



- b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
8. Appellate Authority shall be one Rank higher than the Competent Authority meant for ‘Banning of Business’. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
9. Any change on the above may be done with approval of FDs of CIL.
10. All the orders of banning or orders passed in appeal shall be marked to GM (CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India Limited site as well website of the Subsidiary Company.
11. Efforts shall be made by the concerned Department so that such order is linked to etender portal of Coal India Limited.



ANNEXURE-19: FORMAT FOR NO DEMAND CERTIFICATE

NAME OF PACKAGE:

LETTER OF AWARD/ NOA/CONTRACT NO. :

NAME OF CONTRACTOR:

DATED:

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from Coal India Limited. in respect of our aforesaid LOA/Contract No..... dated.....including amendments, if any, issued by Coal India Limited, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with Coal India Limited under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of Coal India Limited. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Signature:

Name:

Designation:

Date:

Place:

(This certificate shall be accompanied by the Power of attorney of the signatory)



ANNEXURE-20A: CERTIFICATE FROM STATUTORY AUDITOR(S) OF THE BIDDER FOR IMPORTED & SUPPLIES MADE

(On the Letter Head of Statutory Auditor(s))

(SUGGESTIVE FORMAT)

Bid Ref. No:

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ (bidder/Lead Partner/Consortium Partner) having office at _____. We hereby certify that M/s _____ (bidder/Lead Partner/Consortium Partner) have imported / exported and supplied any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm under the contract(s) mentioned below:

| S.NO | NAME OF PURCHASER | TYPE OF DRY BULK (SOLID) COMMODITY, LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT, ETC. | CONTRACT (S) REF. NO AND DATED | PERIOD OF SUPPLY (FROM-TO) | QUANTITY IMPORTED /EXPORTED AND SUPPLIED (MMT) |
|------|-------------------|---|--------------------------------|----------------------------|--|
| | | | | | |

This certificate is issued at the request of M/s _____ (Bidder/Lead Partner/Consortium Partner) for the purpose of participating in tender/s.

PLACE :

SIGNATURE

DATE :
PROPRIETOR

NAME OF THE PARTNER /

MEMBERSHIP NO.

SEAL OF STATUTORY AUDITORS

- Note:
1. Dry (bulk) solid commodity shall mean dry solid bulk cargo of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.
 2. Row(s) may be added, as required.



ANNEXURE-20B: CERTIFICATE FROM BUYER FOR IMPORTED & SUPPLIES MADE FOR BIDDER/LEAD PARTNER/CONSORTIUM PARTNER

(On the Letter Head of Buyer)

(SUGGESTIVE FORMAT)

Bid Ref. No:

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

This is to certify that, M/s _____ (Bidder/Lead Partner/Consortium Partner) have imported / exported and supplied any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to us under contract(s) mentioned below as under:

| S.NO | TYPE OF DRY BULK (SOLID) COMMODITY, LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT,ETC. | CONTRACT (S) REF. NO AND DATED | PERIOD OF SUPPLY (FROM-TO) | QUANTITY IMPORTED /EXPORTED AND SUPPLIED (MMT) |
|-------------|---|---------------------------------------|-----------------------------------|---|
| | | | | |

This certificate is issued at the request of M/s _____ (Bidder/Lead Partner/Consortium Partner) for the purpose of participating in tender/s.

PLACE :

DATE :
Address)

(Signature of Authorized Person with Full

- Note:
1. Dry (bulk) solid commodity shall means dry solid bulk cargo of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.
 2. Row(s) may be added, as required.



ANNEXURE-21A: HANDLING EXPERIENCE CERTIFICATE FROM STATUTORY AUDITOR(S) FOR HANDLING OF DRY BULK (SOLID) COMMODITY INCLUDING PORT OPERATIONS AND LOADING FOR DESPETCH THROUGH INDIAN RAILWAYS

(FOR BIDDER/LEAD

PARTNER/CONSORTIUM PARTNER) [ON

THE LETTER HEAD OF STATUTORY

AUDITOR(S)] (SUGGESTIVE FORMAT)

Bid Ref. No:

DA

TED:

[TO WHOMSOEVER IT MAY CONCERN]

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ (BIDDER/LEAD PARTNER/CONSORTIUM PARTNER) having office at _____. We hereby certify that M/s. _____ (BIDDER/LEAD PARTNER/CONSORTIUM PARTNER) have handled any of Dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, including port operations and loading for dispatch through Indian Railways, under the contract(s) mentioned below :

| S. NO. | NAME OF THE PURCHASER | TYPE OF DRY BULK (SOLID) COMMODITY , LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT,ETC. | CONTRACT(S) REF. NO AND DATED | PERIOD (FROM- TO) | QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND LOADING FOR DESPETCH THROUGH INDIAN RAILWAYS (MMT) |
|--------|-----------------------|---|-------------------------------|-------------------|--|
| | | | | | |
| | | | | | |
| | | | | | |

This certificate is issued at the request of M/s

(Bidder/Lead Partner/Consortium Partner) for the purpose of participating in tender(s).

PLACE:

SIGNATURE

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



DATE:
PROPRIETOR

NAME OF THE PARTNER /

MEMBERSHIP NO.

SEAL OF STATUTORY AUDITORS

Email:

Note: 1. Dry (bulk) solid commodity shall means dry solid bulk cargo as of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.

2. Row(s) may be added, as required.



ANNEXURE-21B: HANDLING EXPERIENCE CERTIFICATE FROM BUYER FOR HANDLING OF DRY BULK (SOLID) COMMODITY INCLUDING PORT OPERATIONS AND LOADING FOR DISPATCH THROUGH INDIAN RAILWAYS (FOR BIDDER/LEAD PARTNER/CONSORTIUM PARTNER)

(FOR BIDDER/LEAD
PARTNER/CONSORTIUM PARTNER) [ON
THE LETTER HEAD OF BUYER]

(SUGGESTIVE FORMAT)

Bid Ref. No:

DA

TED:

[TO WHOMSOEVER IT MAY CONCERN]

This is to certify that M/s (Bidder/Lead Partner/Consortium Partner) have handled any of Dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, including port operations and loading for dispatch through Indian Railways, under the contract(s) mentioned below:

| S. NO. | TYPE OF DRY BULK (SOLID) COMMODITY, LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT, ETC. | CONTRACT(S) REF. NO AND DATED | PERIOD (FROM-TO) | QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND LOADING FOR DISPATCH THROUGH INDIAN RAILWAYS (MMT) |
|--------|---|-------------------------------|------------------|--|
| | | | | |
| | | | | |
| | | | | |

This certificate is issued at the request of M/s

(Bidder/Lead Partner/Consortium Partner) for the purpose of participating in tender(s).

PLACE:

SIGNATURE

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



DATE: _____ OF AUTHORIZED PERSONS
WITH FULL ADDRESS

- Note: 1. Dry (bulk) solid commodity shall mean dry solid bulk cargo as of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.
2. Row(s) may be added, as required.



ANNEXURE-22: PRICING METHODOLOGY

1.0 Base CFR price quoted shall be subject to variations for payment purposes, as detailed below:

1.1 Methodology of Base Price and its variation and/or Indexation for supply and payment of Imported Steam Coal to respective delivery points of the purchasers.

CFR Price of the Coal shall be arrived at based on the concept, detailed hereunder, for supply of Imported Steam Coal to the delivery points of various purchasers.

1.1.1 FOB Coal Price

FOB price shall be arrived by linking the Base FOB prices with respect to Indices as per following methodologies, as detailed at S.N. 3.0 below:

- a) For Imported Steam Coal supplied from Indonesia: Either of Indices as per “Indonesian Coal Index (ICI 3) 5000 Kcal/Kg GAR” and “S&P Global- Platts Index 5000 kcal/kg GAR on weekly average basis” which works out lower FOB price as per methodology specified below
- b) For Imported Steam Coal supplied from country (-ies) other than Indonesia: Either of Indices as per “Indonesian Coal Index (ICI 3) 5000 Kcal/Kg GAR” **or** “S&P Global-Platts Index 5000 kcal/kg GAR on weekly average basis” **or** as per CERC’s **Modified Composite Index** Methodology which works out lower FOB price as per methodology specified below

1.1.2. Ocean Freight

Ocean freight shall be arrived at as per Methodology using Singapore Bunker prices for VLSFO (as per CERC methodology) linking the Base **Ocean freight prices** with respect to Indices as detailed at S.N. 4.0 below:

1.1.3. Total CFR Coal Price

Total CFR Price for the purpose of payment shall be the Sum of FOB price and Ocean Freight worked out based on the methodologies described herein.

The indices as furnished by the Vendor shall be verifiable by the supplier or the respective purchaser.

2.0 Concept for the purpose of fixation of Base Price:

Base Date for the purpose of fixation of Base Price:



Preceding Friday with respect to the Techno-Commercial Bid opening date.Total Coal Price

= A+ B

Where,

A = FOB Coal Price

B = Ocean Freight

3.0 FOB Coal Price

FOB price quoted by the Successful bidder shall be subject to variation for payment purposes. Premium / discount % vis-à-vis quoted FOB price shall be calculated w.r.t the respective base indices. Premium / discount % shall be fixed for entire duration of contract. Payment shall be done applying this Premium / discount % over the lowest index (ICI 3 / S&P Global Platts (5000 GAR)/ CERCM modified Composite Index) prevailing as on preceding Friday with respect to the Bill of Lading date as elaborated below:

$$\text{Premium / Discount in \% (A)} = \frac{(\text{Quoted FOB price (F)} - \text{higher of the indices}^*)}{\text{Higher of indices}^*} \times 100$$

F (Quoted FOB price)- FOB component of the quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.

* Higher of the Indices viz. **ICI 3 (AI0)** or **Platts's S&P-Global (5000 Kcal/kg GAR)** Platts Index (AP0) derived on preceding Friday with respect to the Techno- Commercial Bid opening date

AC0 (CERC's Modified Composite Index): Index derived on preceding Friday with respect to the Techno-Commercial Bid opening date. AC0 shall be calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEW C) i.e. 6000 Kcal/Kg on NAR basis, 25% weightage on South African Coal (Index: API 4) and 50% weightage on Indonesian coal (Indices: S&P Global -Platts (5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg GAR) with 25% weight each with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC and to remain constant for the entire duration of Contract.

AI0 (ICI 3): Indonesian Coal Index (ICI 3) published by Argus/CoalIndo as on preceding Friday with respect to the Techno-Commercial Bid opening date and to remain constant for the entire duration of Contract.

AP0 (S&P-Global (5000 Kcal/kg GAR) Platts Index: S&P-Global Index on weekly average basis for 5000 kcal/kg GAR published by Platt's as on preceding Friday with respect



to the Techno-Commercial Bid opening date and to remain constant for the entire duration of Contract.

AC1 (CERC's Modified Composite Index): Index derived on preceding Friday with respect to the Bill of Lading of the vessel. AC1 is calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEW C), 25% weightage on South African Coal (Index: API 4) and 50% weightage on Indonesian coal (Indices: S&P Global-Platts (5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg GAR) with 25% weight each with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC.

AI1 (ICI 3) : ICI 3 Index for 5000 kcal/kg GAR published for the week starting from Saturday to Friday preceding to the week of the date of Bill of Lading of the vessels.

AP1 (S&P-Global (5000 Kcal/kg GAR) Platts Index: S&P-Global Index on weekly average basis for 5000 kcal/kg GAR published on preceding Monday to Friday with respect to date of Bill of Lading of the vessels

3.1 For the purpose of payment by the successful bidder / vendor, **the FOB price worked out based on the above three Indices** shall be considered as follows:

i) **For Imported Steam Coal supplied from Indonesia -:**

Payable FOB price = $[1+A/100] \times [\text{Lower of AI1 or AP1}]$

ii) **For Imported Steam Coal supplied from countries other than Indonesia –.**

Payable FOB price = $[1+A/100] \times [\text{Lower of AC1 or AI1 or AP1}]$

4.0 Ocean Freight

The component B, which indicates the Ocean Freight of Imported Steam Coal will vary for payment as per actual date of Bill of Lading, based on the Singapore Bunker prices for VLSFO, as per Clarkson Research (publication as mentioned in CERC Methodology) published corresponding to the week preceding the week of date of Bill of Lading.

B1 Index as per Singapore Bunker prices for VLSFO, as per Clarkson Research (Publication as mentioned in CERC Methodology) as on preceding Friday with respect to the Techno-Commercial Bid opening date and shall remain constant during the entire duration of the contract.

B2 Index as per Singapore Bunker prices for VLSFO, as per Clarkson Research (Publication



as mentioned in CERC Methodology) published corresponding to the week preceding the week of date of Bill of Lading.

B3 Ocean Freight component of quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.

Considering the above, Ocean Freight for payment purpose will be calculated as under:

$$\text{OCEAN FREIGHT B} = ((\text{B2} / \text{B1}) \times \text{B3})$$

5.0 Total CFR Coal Price

Total CFR Price for the purpose of payment shall be the Sum of FOB price worked out as per S.N. 3; and Ocean Freight, worked out as per S.N. 4 above.

The supplier (via information received from the purchaser) will intimate through its website indices to be considered i.e. indices as on preceding Friday with respect to the Techno-Commercial Bid opening date.

6.0 Cap/Ceiling of CFR Coal Prices

In case actual date of receipt of coal by purchaser at the delivery point is beyond the ‘Delivery Schedule for the entire quantity’, due to reasons attributable to successful bidder, the lower of the ‘CFR prices as applicable for the date of Bill of Lading’ and ‘CFR prices as applicable on last day of Delivery Schedule’ shall be the ceiling price applicable for the receipts of coal beyond the Delivery Schedule.

In case CFR price applicable on actual date of receipt of coal at station is lower than the ceiling price, the lower price shall be payable.



ANNEXURE-23: FORMAT OF REGULARIZING INVOICE TO BE SUBMITTED BY SUCCESSFUL BIDDER

| S. No. | Particulars | Unit | Amount |
|--------|--|------|--------|
| 1. | CFR Coal Price Per MT | USD | |
| 1A | CFR Coal Price in Indian Rupees Per MT <i>(if applicable Exchange rate of US \$ to Indian Rupees as on receipt of such consignment at Power Plant)</i> <i>[Documentary evidence to be provided for exchange rate conversion]</i> | INR | |
| 2. | Marine Insurance Charges Per MT | USD | |
| 2A | Marine Insurance Charges Per MT (INR) <i>(if applicable Exchange rate of US \$ to Indian Rupees as on such consignment at Power Plant)</i> | INR | |
| 3. | CIF Price per MT (INR) (1A + 2A) | INR | |
| 4. | Quantity received at Power Plant – (Rake-wise through Railways) (Quantity measurement details are to be enclosed) | MT | |
| 5. | Total CIF Coal Price (4X3) | INR | |
| 6. | Railway Freight (<i>copy of RR to be attached</i>) Or <i>Inland Waterways Transportation Freight</i> | INR | |
| 7. | Other component of total FOR Price including Port & Inland Handling charges, BCD wherever applicable excluding (Railway Freight/IW Freight) @ Rs. - PMT, <i>(copy Bill of Entry to be enclosed)</i> | INR | |
| 8. | Total FOR Coal Price of quantity determined at Power Plant (5+6+7) | INR | |
| 9. | GST on FOR Coal Price (%...) | INR | |
| 10 | GST Compensation Cess (@ PMT) | INR | |
| 11. | Initial Payment towards CFR Coal Price, already released by CIL. (prorata for rake-wise quantity) | INR | |
| 12. | Amount due at present towards Interim Payment (Statement for Amount Due to be enclosed) | INR | |



ANNEXURE-24: TECHNICAL SPECIFICATIONS OF IMPORTED STEAM COAL

| Parameters | UNIT | Specified Range |
|---------------------------------|----------------|--|
| Total Moisture (ARB) +Ash (ADB) | % | Upto 40% |
| Gross Calorific Value (ARB) | Kcal/ Kg | Not less than 4700 |
| Sulphur (ADB) | % | Upto 1.00% Max |
| SIZE | MM | Upto 50 mm However, size of coal less than 2.36 mm shall not be more than 10% of the quantity received at power plant |
| Fixed Carbon (ADB) | % | 30-50% Typical |
| Volatile Matter (ADB) | % | 25%-45% |
| HGI | - | 45-60 |
| IDT under reducing atmosphere | Deg Centigrade | 1100 Minimum |
| Extraneous Material | MT | Nil |

Base parameters for coal under this tender for Price Basis are as under (representative):

Total Moisture (ARB) + Ash (ADB) : 35%

Sulphur (ADB) : 0.90%

Gross Calorific Value (ARB) : 5000 Kcal/Kg

Size (less than 2.36mm) not exceeding : 10% of quantity received at power plant

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON “FOR DESTINATION” BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



ANNEXURE-25: INDICATIVE LIST OF PORTS IN WESTERN COAST OF INDIA THAT WILL HAVE TO BE UTILIZED FOR IMPORTS OF STEAM COAL

| Coastline | Tentative Quantity (MMT) |
|--|--------------------------|
| Western Coast Ports of India (Pipavav, Mundra, Dahej, Navlakhi, Mormugao, Dharamtar, New Mangalore & any other ports that may be required for coal import as per the scope of work) | 3.00 |



ANNEXURE-26: LOGISTIC PLAN FOR EVACUATION OF IMPORTED STEAM COAL FOR POWER HOUSES

भारत सरकार / GOVERNMENT OF INDIA
रेल मंत्रालय / MINISTRY OF RAILWAYS
(रेलवे बोर्ड / RAILWAY BOARD)

No.2015/TT-V/58/Imported Coal

New Delhi Dated 22.04.2022

Principal Chief Operations Manager
All Zonal Railways

ED(Rail Movement), Eastern Railway House,
17 N S Road, Kolkata

Sub : Logistic Plan for evacuation of imported coal for power houses

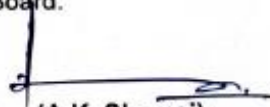
Keeping in view the reduction in coal imports by power utilities, earlier Logistic Plan issued vide letter No 2010/TT-V/58/Imported Coal dated 18.07.2011 had been reviewed and kept in abeyance since 17th June 2016.

The issue of Logistic Plan for evacuation of imported coal for power houses has been reviewed, and it has been decided to revive the Logistic Plan. A copy of revised logistic Plan is enclosed for information and necessary action.

However, it is reiterated that requests for movement outside Logistic Plan may be dealt with on case to case basis after adhering to instructions issued vide letter No. 2010/TT-V/58/Imported Coal dated 14.02.2012. It is also to be noted that no movement of imported coal will be permitted without weighment.

This issues with the approval of Member/O&BD, Railway Board.

Encl : As above


(A.K. Shamsi)
Executive Director/Coal
Railway Board.

Copy for information to:-

1. AS(Thermal), Ministry of Power, Shram Shakti Bhawan, New Delhi
2. JS(CPD), Ministry of Coal, Shastri Bhawan, New Delhi
3. Joint Secretary (Port), Ministry of Port, Shipping and Waterways, Transport Bhawan, New Delhi
4. Chairman, Central Electricity Authority, New Delhi
5. CMD, All Gencos
6. Chairman, Port Trust – All Ports

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON "FOR DESTINATION" BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



| Logistic Plan for evacuation of Imported Coal - 2022 | | | |
|---|-------------------------------------|---|---|
| Utility | Plant | Recommended Port | Remarks |
| NTPC | Vidhyachal/ Rihand/ Singrauli | | |
| | Gadarawara | | |
| | Tanda/ Unchahar/ Dadri/ Khargone | Dahej/Navlakhi/Mundra/Other Western Ports | |
| | Kudgi/Solapur | Marmagao/Dharmatar | |
| | Simhadri | Gangavaram/Vishakhapatnam | BOXN + BOBRN |
| | Ramagundam | Krishnapatnam/ Kakinada | BOXN + BOBRN |
| | Kaniha | Dhamra /Paradeep/ Gopalpur/ Vishakhapatnam/ Gangavaram | BOBRN |
| | Farakka/ Kahalgaon/ Bongaigaon | Dhamra/ Paradeep/ Haldia | (a) Dhamra and Paradeep- To handle BOXN. With exception of BOXN/BOBRN in Q2. (b) Haldia -BOXN/BOBRN |
| | Barh, Barauni | Dhamra/ Paradeep/ Haldia | (a) Dhamra and Paradeep- To handle BOXN with exception of BOXN/BOBRN in Q2. (b) Haldia -BOXN/BOBRN |
| | Sipat/ Korba/ Bhilai / Mouda | Gangavaram /Vizag/ Kakinada/ Western Ports | |
| Lara | Gangavaram /Vishakhapatnam | | |
| DVC | All | Haldia / Dhamra/ Paradeep | (a) Dhamra and Paradeep- To handle BOXN. With exception of BOXN/BOBRN in Q2. (b) Haldia -BOXN/BOBRN |
| West Bengal Power Development Corporation | All | Haldia / Dhamra/ Paradeep | (a) Dhamra and Paradeep- To handle BOXN. With exception of BOXN/BOBRN in Q2. (b) Haldia -BOXN/BOBRN |
| CESC | All | Haldia / Dhamra/ Paradeep | |

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON "FOR DESTINATION" BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



| Logistic Plan for evacuation of Imported Coal - 2022 | | | |
|---|--------------------------|--|--|
| Utility | Plant | Recommended Port | Remarks |
| DPL | All | Haldia / Dhamra/ Paradeep | |
| State Genco and IPP of Chhatisgarh | All | Gangavaram/Vishakhapatnam/Western Ports | |
| State Genco and IPPs of Punjab, Haryana, Rajasthan, Madhya Pradesh, Uttar Pradesh | All | Mundra / Western Ports | |
| Gujarat | All | Mundra or Western Ports | |
| Mahagenco | Koradih / Kaperkheda | Kakinada/ Krishnapatnam/Gangavaram /Vishakhapatnam /Dharmatar (Mumbai) /other Western Ports | |
| | Parli | Kakinada/ Krishnapatnam | |
| | Chandrapur | Kakinada/ Krishnapatnam/ Dharmatar (Mumbai) / other Western Ports | |
| | Paras / Nasik / Bhusawal | Dharmatar (Mumbai) / other Western Ports | |
| IPPs of Maharashtra | | Kakinada /Krishnapatnam Port/ Western Ports | |
| Andhra Pradesh | All | Krishnapatnam / Kakinada/ Ennore / Attippattu | Preference for Krishnapatnam over other ports. |

NIT: SELECTION OF AGENCY FOR SUPPLY OF 3.00 MILLION METRIC TONNES (MMT) IMPORTED STEAM COAL ON "FOR DESTINATION" BASIS AT DELIVERY POINTS OF PURCHASERS ON AS AND WHEN REQUIRED BASIS THROUGH A PORT OF DISCHARGE LOCATED ON WESTERN COAST OF INDIA



| Logistic Plan for evacuation of Imported Coal - 2022 | | | |
|--|-----------------------|--|---|
| Utility | Plant | Recommended Port | Remarks |
| Karnataka | All | Krishnapatnam / Kakinada/ Ennore / Attippattu/ Marmagoan | Preference for Krishnapatnam over other ports. BOXN + BOBRN in Bellary TPS. |
| Telangana | All | Kakinada/ Krishnapatnam | Preference for Kakinada over other ports. |
| TANGENCO | All | Ennore/ Attipattu/ Karaikal | |
| Sterlite | Brindamal/ Jharsuguda | Gangavaram/ Vizag | |
| Orissa Power Gen. Corpn. Ltd. | IB TPS | Gangavaram/ Vizag | |
| Note: | | | |
| 1. Default stock for the above movement is BOXN unless it is specifically mentioned as BOBRN | | | |
| 2. Movement of IR rakes to Import based plants from the nearby Port only. | | | |