

COAL INDIA LIMITED
(A MAHARATNA COMPANY)
Coal Bhawan,
Materials Management Division
Premises No.04,Action Area 1A,
New Town, Rajarhat, Kolkata – 700 156
PHONE:033-2324 4127, FAX: 033-2324 4115
Website : www.coalindia.in, E mail : gmmm.cil@coalindia.in



कोल् इंडिया लिमिटेड
(महारत्न कंपनी)
कोयला भवन
सामग्री प्रबंधन विभाग,
परिसर संख्या ४, एक्शन एरिया १ए
न्यू टाउन, राजरहाट, कोलकाता- ७००१५६.
फोन : ०३३-२३२४ ४१२७, फैक्स : ०३३-२३२४ ४११५
वेबसाइट: www.coalindia.in, ई मेल: gmmm.cil@coalindia.in

Tender No. CIL/C2D/DONGLE/2020-21/367

Date: 27.01.2021

Notice Inviting Tender

E-Tender Document

For

**PROCUREMENT OF 4G DATA CONNECTIVITY (DATA
CARDS) FOR COAL INDIA HEADQUARTER AT
KOLKATA FOR A PERIOD OF 3 YEARS ON
CONTRACTUAL BASIS**

Tender no. CIL/C2D/DONGLE/2020-21/367

Date: 27.01.2021

Section I - Invitation for Bids (IFB)

Section I - Invitation for Bids

1. **Coal India Limited**, a Government of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Action Area 1 A, New Town, Rajarhat, Kolkata-700156, India invites online bids through its e-Procurement Portal <https://coalindiatenders.nic.in> from the eligible bidders from **India** for procurement of 4G data connectivity(data cards) for coal India headquarter for a period of 3 years on contractual basis as described in Section V “Schedule of Requirements”.
2. The complete tender document shall be available in the CIL’s e-procurement portal <https://coalindiatenders.nic.in> for downloading and submission of offer. The complete tender document shall also be available on Coal India’s website www.coalindia.in and Central Public Procurement portal (<http://eprocure.gov.in>) for downloading only.
3. There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.

4. Details of tender

1	Tender No.	CIL/C2D/DONGLE/2020-21/367 dated 27.01.2021
2	Type of Tender	Open Domestic Tender
3	Estimated value of Tender	Rs. 12,73,308.00
4	Tender Fee	NIL
5	Earnest Money Deposit	NIL
6	Subject of Tender	Procurement of 4G data connectivity(data cards) for coal India headquarter for a period of 3 years on contractual basis
7	e-Publishing date of Tender	28.01.2021
8	Downloading of Tender Document	
	(i) Starts on	29.01.2021 AT 11:00 HOURS
	(ii) Closes on	19.02.2021 UPTO 11:00 HOURS
9	Seeking Clarification	
	(i) Starts on	29.01.2021 AT 11:00 HOURS
	(ii) Closes on	04.02.2021 UPTO 11:00 HOURS
10	Online Submission of Offers	
	(i) Start Date and Time	29.01.2021 AT 11:00 HOURS
	(ii) Last Date and Time	19.02.2021 UPTO 11:00 HOURS
11	Due date of Opening of Tenders	22.02.2021 AT 11:00 HOURS

5. The offers have to be submitted online through the CIL's e-procurement portal <https://coalindiatenders.nic.in>. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer.
6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
7. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
8. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
9. In case 3 Bids are not received within the originally stipulated time, the due date of tender shall be extended by 04 working days automatically by the system.
10. Even after granting extensions, if less than 3 Bids are received, tender shall be considered for opening.
11. In case no offers are received, tender will be cancelled.
12. All entries in the quotation should be entered at on-line submission form without any ambiguity.
13. Tender cannot be accessed on-line after the DUE DATE and TIME of submission stipulated above.
14. Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry.
15. Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.
16. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and / or opening of tender without assigning any reason thereof.
17. All the details of Techno-Commercial bid and Price bid will be kept preserved in the archives for

auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

18. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

General Manager (MM)-HOD,
Coal India Limited,
Coal Bhawan,
MM Department,
1st Floor, Premises No. 04,
Action Area 1 A,
New Town, Rajarhat,
Kolkata -700156,
India
Fax: +91 33 2324 4115
Phone: +91 33 2324 4127
Email address: gmmm.cil@coalindia.in

General Manager (MM)-HOD
For and on behalf of Coal India Limited

Section II - Instructions to Bidders (ITB)

Instructions To Bidders (ITB)

1. Requirements for participation in e-tenders

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

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

2. Digital Signature Certificate (DSC)

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

3. Help for participating in e-tender

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the 24 x 7 help-desk on 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787. All queries will be answered in English / Hindi only.

4. Communication

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

5. Eligible Bidders

5.1 Qualification Criteria

The bidder should be in a position to offer and supply in specific delivery period at least 25% of the total quantity for which the bid has been invited.

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

The bidder has to quote for at least 25% of the total tendered quantity as given in Schedule of Requirement–Section-V, otherwise their offer will not be considered. If the 25% quantity comes out to be a fraction, the bidder should quote for the next whole number

The firm is required to confirm in the same in TPS-CPS

5.2 The bidders must satisfy the following condition to be considered as eligible bidder against the tender

The bidder should be a Mobile Service Provider, having a valid licence in their own name for operation of GSM mobile services along with 4G spectrum license in Kolkata region (West Bengal).

5.3 Indigenous Bidder / Local Supplier can be Class-I & Class-II as follows:

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

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

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

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

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

6. Proven ness Criteria

Bidder should have valid 4G license from Govt. of India, for the offered data connectivity (GSM) in Kolkata Region

(Relevant copy of the document conforming allotment of license in their name for Kolkata Region to be furnished by the bidder).

7. Cost of Bidding

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

8. Content of Bid Documents

8.1 The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:

- a. Instructions to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Section
- f. Sample Forms
- g. Technical Parameter Sheet (TPS) in Excel Format in the e-procurement portal;
- h. Bill of Quantity (BOQ) in Excel Format in the e-procurement portal;
- i. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;

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

9. Clarification of Bid Documents

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

10. Language of Bid

All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in

which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorised signatory of the bidder who has signed the LOB, as a token of authentication of the same.

11. **User Portal Agreement**

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished in its offer on-line in order to become an eligible bidder and if the same is found to be wrong or misleading at any stage, they will be liable for punitive action.

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

12.1 The offers are to be submitted online through CIL's e-procurement portal in two covers - Cover-I containing 'Techno-Commercial Bid' and Cover-II containing 'Price- Bid'.

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

- i. The Technical Parameter Sheet with Commercial Parameter Sheet(TPS-CPS) containing the summarized Technical Specifications Parameters and other techno-commercial terms in Excel format will be available on e-procurement portal. This will be downloaded by the bidder who is required to put values under the column "BIDDER'S VALUE" in TPS-CPS. The details of documents to be submitted in support of values in the TPS-CPS are given in NIT. Authenticated and Scanned copies of such documents shall be uploaded in folders named as "LOB DOCS", "TECHNICAL DOCS" & "COMMERCIAL DOCS". Incomplete template or the templates not submitted as per the instructions given will be rejected.
- ii. Folders created for uploading of Techno-commercial documents in e-procurement portal in line with the specific clauses of the NIT, i.e., "LOB DOCS", "TECHNICAL DOCS" and "COMMERCIAL DOCS" .

12.3 **Price Bid (Cover-II):** The Price-Bid containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on e-procurement portal. This will be downloaded by the bidder who will quote prices , rate of GST/IGST in the electronic template provided for the purpose. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid of the bidder will have no condition and will consist of prices only. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

- i. The BOQ is designed taking into consideration Input Tax Credit, as applicable, so that it is reflected in the landed price.

- ii. The price for determining status of the bidders shall be automatically calculated by the system based on the input values provided by respective bidder in their price bid
 - iii. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. CIL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank. However, in case “Basic Price” of any item is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.
 - iv. The Price-bid will be in item-wise/~~Item-unit~~ Rate BOQ format and the bidder may quote for any or all the tendered items.
 - v. In case of Taxes and Duties like CGST, SGST/UT-GST or IGST the applicable rate of these duties in terms of %age is to be entered in the relevant fields.
 - vi. The rate of CGST, SGST/UT-GST or IGST entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid.
 - vii. If bidder is eligible for lower than the normal rate or bidder has opted for composition Scheme, then bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents along with certificate of practicing CA/CMA/CS clearly mentioned that Bidder is eligible to opt the composition/ any other scheme/exemption and fulfilled all the condition as mentioned in notification in this regard.
 - viii. Bidder opted for composition scheme is not allowed to quote GST rate in BOQ/Price Bid as Bidder opted for composition scheme is not entitled to claim GST from customer under section 10 of GST Act 2017. However, INPUT TAX CREDIT will not available to CIL or its subsidiaries if bidder has opted composition scheme to deposit GST under section 10 of CGST Act, 2017.
- 12.4 Both the covers - Cover -I ‘Techno- Commercial Bid’ and Cover-II ‘Price-Bid’ are to be uploaded in e-procurement portal before the last date and time for submission of online bid.
- 12.5 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.
- 12.6 The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection

12.7 The bidder will have to fill-in GTE(General Technical Evaluation) online while submitting the bids.

13. Modification/ Withdrawal of Bid

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

14. Submission of Forged/Tampered Documents:

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

15. Period of Validity of Bids

- 1. Offer of the firm must remain valid for a period of 120 (One hundred Twenty) days from the date of opening of tender. Once the order is placed on the tenderer within the validity period / extended validity period of the offer, the price(s) quoted in their offer shall remain FIRM throughout the entire period of operation of the contract.
- 2. A bid valid for a period shorter than called for is liable to be rejected by the purchaser.

16. Firm Price

Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.

The tenders are invited on FOR Destination/ Free Delivery to Consignee basis with breakup of prices as given in the online price bid, e.g. (i) Ex-works Price and (ii) Freight, Insurance, Packing & Forwarding Charges etc. on lump sum basis. Excise Duty/Sales Tax/ VAT or GST will be payable extra, as applicable.

17. Bid Securing Declaration

The firm is required to submit Bid Securing Declaration on its letter head duly signed and stamped that of they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit the performance security before the deadline or any other default which attracts forfeiture of EMD defined in the request for bids document, they will be banned for two years from being eligible to submit Bids in CIL and its Subsidiaries.

18. Letter of Bid (LOB):

The Letter of Bid (LOB) as per the format given at [Annexure-1] will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority" / "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB along with "Authority"/ "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-2]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

19. Details of Bidder

The bidder is required to furnish the details as given in [Annexure-3] as part of its offer. If no information is applicable against any serial number, please mention "Not Applicable".

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

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

~~21. General Guidelines and Process Flow for Tender cum Reverse Auction (applicable for the tender having value of above Rs. 50 Lakhs)~~

- ~~1. On scheduled date & time of tender opening and upon opening of the tender by the bid opening team, e-procurement System automatically evaluates particulars as contained in GTE, TPS and other Commercial Parameters (to be combined in TPS) and shows only the item wise L-1 price.~~
- ~~2. Reverse Auction will be initiated only amongst system evaluated technically qualified bidders to whom communication shall be sent from the system, after opening of tender.~~
- ~~3. There will be no participation fees for e-Reverse auction.~~
- ~~4. After opening of the tender, a reverse auction platform is to be created by Tender Inviting Authority (TIA) within two hours of opening of bids. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.~~
- ~~5. System displays L-1 net landed price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. The L-1 Price will be the start bid price. The BOQ shall be designed taking into consideration CENVAT Credit, VAT set-off etc., or ITC in case of GST as applicable, so that it is reflected in the net landed price.~~
- ~~6. The L-1 price/ start bid price is net landed price/ cost to the company price on which the auction will be initiated.~~
- ~~7. Item wise H-1 bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H-1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H-1 net landed cost/price, the bidder who had submitted/ frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, H-1 elimination will not be applicable to the preferential category of bidder like MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.~~
- ~~8. The L-1 bidder after the reverse auction has to upload the breakup of net Landed Prices online through confirmatory link. The detailed breakup of offered net landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same breakup of prices. While giving the break up, the bidder will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less. The L-1 bidder after reverse auction will be responsible to ensure that the net landed rate as per the breakup of prices provided by him after the reverse auction and the L-1 net landed rate offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.~~
- ~~9. To evaluate the net landed price for determining the L-1 bidder in different kinds of tenders, the evaluation criteria would be as elaborated in clause 22 and 23 of ITB of NIT.~~
- ~~10. The decrement value will be 0.5 % of the start bid price with minimum of Rs.1.00, as the present e-procurement system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. The maximum seal percentage in one go will be fixed as~~

2% over and above the normal decrement of 0.5% i.e. 2.5% of the start bid price or the last quoted price during reverse auction, whichever is lower. This shall be worked out as under:

$$DV1 = (DV + 0.02 * L - 1)$$

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

DV1 = Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range)

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

11. If the start bid price is Rs.21000 and decrement value is Rs. 100, the maximum seal percentage will be 2% of 21000 i.e. Rs.420 and upper range of reduction shall be Rs.520 (100+420). However, as reduction has to be in multiples of decrement value, maximum reduction that can be offered by the bidder will be Rs. 500 only and hence, first reduced bid in reverse auction cannot be below Rs.20500.
12. In the above scenario, the seal percentage for 2nd bid will be 2% of 20500 i.e. Rs.410 and the upper range of reduction shall be Rs.510 (100+410). Thus, maximum reduction that can be offered will again be Rs. 500 only in multiples of Rs. 100 (decrement value).
13. In order to have ease of submission of reverse auction bid by the bidders, decrement value may be rounded off to nearest value as under:
 - a) For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
 - b) For decrement values from Rs. 11/- to Rs. 100 /-, rounding off may be made to nearest 10.-
 - c) For decrement value from Rs. 101/- to Rs. 1,000 /-, rounding off may be made to nearest 100.
 - d) For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off may be made to nearest 1000.and so on.....
14. For cases where the unit rate is low and quantum of item is huge, if the decrement value in terms of 0.5% works out to be in paise and rounding off to nearest rupee, would be much higher than 0.5% of start bid value, the unit of measurement may be adjusted in such a way so that decrement value may remain in the range of 0.5% or Rs.1.00 whichever is higher.
15. For example, Tender for any item, whose unit of measurement is in Kg and having low unit rate may be invited in terms of 10 Kg or 100 Kg, as may be considered appropriate, as unit of measurement.
16. Reverse Auction will be initiated normally within two hours after opening of price bids. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by twenty minutes in case of any reduction recorded in the last ten minutes. In case of reverse auction in two bid system, Auto Extension of time will be thirty minutes in case of any reduction recorded in the last thirty minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes or thirty minutes slot, as applicable for the auto extensions of time.

~~In case of multiple items, auto extension will take place only for the item(s) for which any reduction has been recorded in last ten minutes or thirty minutes as the case may be. For rest of the items for which no reduction has been recorded in the last ten minutes or thirty minutes, the Reverse Auction will close.~~

- ~~17. System provides bidder details along with bid documents at the end of reverse auction process. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.~~
- ~~18. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the initial price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.~~
- ~~19. The bid history shall reflect only the net landed price. The net landed price shall also not be same for two bidders even if any bidder makes such an attempt. Net landed price can be the same for two bidders only in case where after e-procurement, none of the qualified bidders participated in the Reverse Auction.~~
- ~~20. Only the chronologically last bid submitted by the bidder till the end of the reverse auction shall be considered as the valid price bid of that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering into a contract. Any bid submitted earlier during reverse auction process by the bidder prior to submission of his last bid will not be considered as the valid price bid.~~
- ~~21. Purchase Preference: If any of the short-listed bidders are eligible for purchase preference as per Government policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage and they are otherwise eligible. This will also be applicable to MSEs, Make In India, Ancillaries and other preferential category of bidders notified by Government of India from time to time.~~
- ~~22. Conversion Rate: The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The data may be obtained from RBI/SBI website or directly from Banks.~~
- ~~23. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.~~
- ~~24. On expiry of the closing of the reverse auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.~~
- ~~25. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, LPP etc., the management reserves right to seek justification of the price from the lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.~~
- ~~26. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded~~

~~lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. A provision to this effect should be made in the NIT.~~

~~27. Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/ e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.~~

22. Comparison of the Bids

- a. Indigenous bidders shall quote the price on FOR destination basis and GST Rate. The applicable rates of GST shall be clearly indicated in the TPS.
- b. The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total value (including GST) quoted by the bidder by the amount of GST eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner given below:

(i)The bids shall be evaluated separately for each item of the tender based on the total of One time initial charge, if any and monthly charges for 36 months for 113 nos. of 4G compliant Data card with min. 25GB free download per month and 18 nos. of 4G compliant data cards with min. 60 GB free download per month separately, as mentioned in the Price format as furnished below.

Data Plan	Quantity in nos.	Basic One Time initial Charge, if applicable.	GST on Basic One Time initial Charge, if applicable.	One Time initial Charge,if applicable after Input tax Credit (A)	Basic Monthly usage charge	GST on Monthly usage charge	Monthly usage charge after Input tax Credit (B)	Total (A + (36 x B)) on which L-1 will be calculated
4G compliant Data card With min. 25 GB free download per month	113							
4G compliant Data card With min. 60 GB free download per month	18							

Initially, Period of contract will be 36 month.

(ii)The L1 bidder shall be evaluated & considered as successful bid for each quantity of above two categories separately.

- c. Where the supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable item causing CIL liable to deposit tax under reverse charge, the GST, as applicable and payable by CIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also, the L1 shall be decided based on cost to company ascertained after deducting the GST amount eligible for input tax credit, if any, from the total value including tax arrived as above.
- d. The tax payable shall be restricted to the tax rate given by the bidder in the price bid.
- e. In case the rates of taxes & duties quoted by L1 bidder are lower than the actual applicable tax & duties as on the last date of submission of bid then the difference in amount will be borne by the bidder and if the quoted rates of taxes and duties are higher, then the actual amount will be paid.
- f. The purchaser is not liable to any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of excise duty, custom duty, sales tax, etc. or GST on raw materials and / or components used directly in the manufacture/Developer of the contracted goods taking place during the pendency of the contract.

23. Evaluation of Bids

1. Upon opening of the bids, GTE, TPS-CPS, BOQ and all other documents uploaded by the eligible bidders will get opened and comparative statement of prices will get generated by the system.
2. Supportive documents of L-1 bidder only, shall be downloaded for evaluation by the TIA.
3. After evaluation of the uploaded documents, shortfall / confirmatory documents / clarifications, if required, are sought from the L-1 bidder. Shortfall documents / clarifications are to be sought only in cases, indicated in clause- '24' of ITB of the NIT.
4. If the techno-commercial acceptability of the system generated L-1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by CIL. If the L-1 bidder is found to be not techno-commercially acceptable upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained, if required. This process continues sequentially till techno-commercially acceptable L-1 is established.

24. Clarification of Bids / Shortfall / Confirmatory Documents

1. During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the purchase portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
2. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).
3. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
4. For this purpose, maximum 1 chances for duration of 7x24 hours shall be given to the bidders to upload these clarifications / shortfall documents.

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

5. The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard..

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

In cases where modified single envelope system is followed, the following penalties shall be imposed on the defaulting bidders:

- If L-1 bidder is a defaulter for part of/ all items for which he is L-1, 100% of EMD amount or Rs.20.00 lakh, whichever is lower, + GST (at applicable rate), is to be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.

- In case the defaulter is an EMD exempted bidder or if there remains some unrecovered amount from the bidder who has submitted EMD, on account of forfeiture of EMD with GST thereon, he will be asked to deposit the equivalent amount including GST, within 7 days of notice, failing which, his disqualification will be extended for another 1 year.

Note:

- i. The zone of applicability of penal provisions shall be TIA specific.
- ii. The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.
- iii. The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions under clause-6.13 of Purchase Manual 2020, Coal India Limited.

26. Banned or Delisted or Debarred or 'Put on Holiday' Suppliers

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

27. Registration under GST

- a. The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.
- b. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.
- c. Composition Scheme: Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding.
- d. GST registration No. shall have to be indicated in the offer unless exempted .

28. Price Fall Clause

The following Price Fall Clause shall be incorporated in the NIT and the resultant Contracts:

“The Bidder undertakes that it has not offered to supply/ supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract and

if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

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

29. Option Clause

1. CIL reserve the right to increase or decrease the ordered quantity by $\pm 25\%$. The increase in quantity shall be at the same rate, terms and conditions. ~~If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them.~~
2. With the provision of the Option Clause, coverage for additional quantity upto 25% of offered quantity can be made either by:
 - (a) ordering full 25% quantity at the time of placement of contract;
 - (b) ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract;
 - (c) ordering option quantity subsequent to placement of contract but during the currency of contract.
3. The Purchaser's right to vary the ordered quantity by (+) 25% can be exercised at any time, till final delivery date of the contract even though the quantity ordered initially has been supplied in full before the last date of Delivery Period. In case delivery date is extended in a contract with (+) 25% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

30. Distribution of the Quantity

- a) The tendered quantity of item no.1 which is 113 Nos. of 4G compliant Data card with min. 25 GB free download per month and item no.2 which is 18 Nos. of 4G compliant Data card with min. 60 GB free download per month shall be distributed between 2 bidders. The L1 bidder of each item may be offered for providing 60% of the tendered quantity whereas remaining 40% quantity may

be offered to qualified L2 bidder in the same category, subject to matching the L1 offered price by L2 bidder for the same item of the tender.

In case if the percentage quantity doesn't come as an integer then the nearest integer value shall be considered for distribution of tendered quantity.

Further in case L2 bidder does not agree to match the L1 price, the provision of distributing 40% quantity of the data cards will be offered to the next higher bidder of the tender, subject to their techno-commercial acceptance. In case the matter is not finalized with the next higher bidder also, the process shall continue till the highest qualified bidder of the tender. If the distribution is still not finalized, then the 100% quantity shall be offered to the L1 bidder.

- b) In case the L1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L1 price (landed) shall be counter offered to L2 tenderer and after their acceptance L2 tenderer shall be booked for their offered capacity. Similar process of counter offering L1 rate to L-3 and L-4 vendor and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.
- c) The MSEs participating in the tender and quoting price within price band of L1+15% shall be allowed to supply 25% of the total tendered qty., subject to the bidder match their quoted price to L1 price in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately.

In case 25% quantity are distributed to MSEs, then the distribution policy mentioned at Clause no 30(a) Commercial Section of NIT shall be applicable only for 75% of the tender quantity.

If MSEs is L1 bidder, then they will be eligible for quantity as per 100% distribution clause of the NIT, provided there is no other MSE's, subject to their offered capacity.

If the MSEs could not match the price of L1, then 100% quantity of tendered item shall be distributed as per the distribution policy of CIL as per clause no 30(a) and 30(b) of Commercial Section of NIT.

d) Purchase Preference under 'Make in India' Policy

- i Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-1 local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser, subject to their offered capacity.
- ii If L-1 is not from a Class – 1 Local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-1 local suppliers will be invited to

match the L-1 price for the remaining 50% quantity subject to local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class – I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class – 1 local supplier, than such balance quantity may also be ordered on L-1 bidder.

If the Class – 1 Local supplier could not match the price of L1, then 100% quantity of tendered item shall be distributed as per the distribution policy of CIL as per clause no 30(a) and 30(b) of Commercial Section of NIT.

Applicability in tenders where contract is to be awarded to multiple bidders:

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

31. Payment Terms

Refer clause no.6 of Technical Section of NIT.

- 31.1 The supplier must submit a price certificate in all their invoices in the following format, *“It is certified that the prices indicated in this invoice is not higher than the amount billed to other Govt. organizations /PSUs/Private organizations in India.”*
- 31.2 The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of Coal India Limited. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.
- 31.3 The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the CIL could be able to avail Input tax credit of such CGST, GST, IGST, GST (Compensation to State) Cess reflected in the invoice.
- 31.4 If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to CIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered by the CIL from the current bills or any other dues of the supplier.
- 31.5 The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of the CIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- 31.6 In the event of any additional tax liability accruing on the supplier due to classification issue or for any other reason, the liability of CIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- 31.7 In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
- 31.8 **E-way Bill:** The e-way bill, if any, required as per GST act, rules and regulations in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill will be arranged by the CIL if the supplier is unregistered one.
- 31.9 Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture: GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.
- 31.10 **Paying Authority** – General Manager (Finance), CIL, kolkata

32 Purchase Preference under 'Make in India' Policy

Under 'Make in India' policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020) of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry.

32.1 In terms of the above said policy, purchase preference shall be given to local suppliers as indicated in clause no.30(c).

32.2 The definitions of 'Class-I Local Supplier', 'Class-II Local Supplier', 'Non - Local Supplier', 'Local Content' and 'Margin of Purchase Preference' are as follows:-

- a. 'Class-I Local Supplier' means a supplier whose goods offered for procurement has local content equal or more than 50 %.
- b. 'Class-II Local Supplier' means a supplier whose goods offered for procurement has local content more than 20 % but less than 50%.
- c. 'Non - Local Supplier' means a supplier whose goods offered for procurement has local content less than 20%.
- d. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- e. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

32.3 Verification of local content :

- a. The 'Class-1 local supplier'/Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self - certification that the item offered meets the local content requirement for "Class - I local supplier"/Class-II local supplier', as the case may be. They shall also give details of the locations(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 crores, the Class-I local supplier'/class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company(in the case of Companies) or from a practicing cost accountant or practicing chartered accountant(in respect of supplier other than companies) giving the percentage of local content.

- c. Decision on complaints relating to implementation of this shall taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. CIL may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- e. False declarations will attract banning of business of the bidder or its successor(s) line with Purchase Manual, along with such other actions as may be permissible under law.
- f. A supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Note: The bidder who claim Purchase Preference under 'Make in India' Policy shall fulfill all requirements of tender document. **Non-Local Suppliers are not eligible to participate in this tender.**

33 Purchase Preference to Micro & Small Enterprises (MSEs)

- a. Minimum 25% of the tender quantity will be procured from MSEs in case they are participating in the tender, provided their quoted price is up to 115% of price of the L1 eligible bidder and they agree to match the L-1 price.
- b. Further, out of this 25%, sub-targets of 4% may be procured from MSEs owned by the SC/ST entrepreneurs and 3% from women owned MSEs.
- c. Classification of Micro and Small Enterprise is as under:(Investment based Definition to be changed)
 - i) Micro Enterprise -Enterprise where the investment in plant and machinery or Equipment does not exceed one Crore Rupees and Turnover doesnot exceed five crore rupees.
 - ii) Small Enterprise- Enterprise where the investment in plant and machinery or Equipment does not exceed Ten Crore Rupees and Turnover doesnot exceed fifty crore rupees.
- d. The MSEs should be registered with either District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or NSIC or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) or firms having

Udyog Aadhaar Memorandum issued by MoMSME or Entrepreneurs Memorandum (EM-II) signed by DIC, are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

The benefits to MSEs under Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 shall be restricted to the unit(s) /plant(s) which are appearing in the registration certificate issued by the above mentioned registering authority. For other units/plants, no benefits under the above policy shall be given. Further, the bidder will submit an undertaking in the “Commercial Docs” that it will supply the offered items to CIL from the unit/ plant for which it will avail benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

- e. The MSEs owned by SC/ST are classified as under:
 - i) In case of proprietary MSE, proprietor(s) shall be SC/ST
 - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
 - iii) In case of Private Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- f. The MSEs are required to upload notarized copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise, SC/ST entrepreneurs, as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME in the folder “Commercial Docs”.
- g. In case MSE is an enterprise wholly owned by Scheduled Caste (SC) or Scheduled Tribe (ST), then SC or ST will have to submit a copy of necessary caste certificate issued by State Authority as per Law, duly notarized by Public Notary, in the folder “Commercial Docs”.
- h. It is necessary for MSEs to upload Public Notary Attested copy of Udyog Aadhaar Memorandum [UAM] issued by Ministry of MSME in the folder “Commercial Docs”, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

34 Relaxation for MSEs and Startups

- a) Startups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs. 100 crores in any preceding financial year, working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that such entity is not formed by splitting up, or reconstruction of a business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs. 100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to

Startups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India.

- b) Further, vide Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications, i.e. these MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications.
- c) Further, as per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-1 dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Startups⁶ (whether MSE or not) subject to meeting of quality and technical specifications in accordance with the relevant provisions [Rule 173(i)(b) of GFR, 2017].
- d) Against the tender, if the bidders in their offer have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per **Annexure-9**) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.
- e) It should be ensured that the designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/ deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.
- f) If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.
- g) In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for

relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

- h) If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.
- i) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover:
- a valid BIS Marking License for the quoted items
or
 - Rate contract issued by CIL/its Subsidiary Companies for the quoted items
or
 - a valid DGMS Approval certificate for the quoted items
or
 - Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.
- j) The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, duly notarized, must accompany their bill(s).

35 Special Conditions

- i) To follow the guidelines issued or to be issued by Govt. of India from time to time for giving purchase preference for production and services to PSUs and / or
- ii) Notwithstanding anything said above CIL reserve the right to follow any guideline or instructions received from the government or any statutory body from time to time.

36 Award of Contract

1. After the decision to award the contract is taken with the approval of competent authority in concurrence with Finance, the purchaser shall issue the Purchase Order (PO) or 'Notification of Award' (NOA) within the validity of offer(s) notifying the successful tenderer in writing, by Registered/Speed Post, that its offer (briefly indicating therein relevant details like quantity, specification of the goods ordered, prices etc.) has been accepted. In the same communication, the successful tenderer is

to be instructed to furnish the required Security Deposit, wherever applicable, within a specified period (15 days from the date of issue of PO/NOA).

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

37 Corrupt or Fraudulent Practices

37.1 The Purchaser requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the CIL of the benefits of free and open competition:
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in GCC Clause-24.1 of the General Conditions of Contract.

37.3 In addition to above, any bidder may be considered for Banning of Business for a period of minimum three years in the following cases:

- i) If the Directors, Proprietors, Employees, Partners or any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CIL or its Subsidiaries.

- ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law
 - a. under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings; or
 - b. under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- iii) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of or found to be indulging in malpractices/ unethical commercial practices such as bribery, corruption, fraud, substitution of tenders, interpolation, etc. and/or violation of the Integrity Pact.
- iv) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of evasion or habitual default in payment of any tax levied by law; etc.
- v) Willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged documents by the firm or using any other illegal/unfair means.
- vi) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
- vii) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/ replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.
- viii) If the firm repeatedly and/or habitually resorts to revision of price and terms of offer within the validity period of the tender and/or submission of ambiguous and misleading offers, post tender modifications in order to undermine the decision making process.
- ix) Failure to pay legitimate dues to CIL/Subsidiary Companies including dues arising out of Risk Purchase and when CIL and/or its Subsidiary Companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
- x) Continued and repeated failure to meet contractual obligations.
- xi) Canvassing and lobbying to get undue favour from the Company.
- xii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
- xiii) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.

38 Pre-Contract Integrity Pact (Not Applicable)

~~The bidders will have to upload along with their offer, the duly filled in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as [Annexure 7], Sample Forms, Sec VII, failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with name and designation of the signatory and witnesses at the last page of the Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person.~~

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

~~(i) Shri Sudhir Kumar, _____ Mail id: stomar@gmail.com
_____ Mobile No. 09871054454~~

~~(ii) Shri Anil Kaushal, _____ Mail id: kaushal.anil17@gmail.com
_____ Mobile No. 8800028118/ 9868128118~~

~~In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).~~

39 Conflict of Interest among Bidders/ Agents

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

- (a) they have controlling partner (s) in common; or
- (b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (c) they have the same legal representative/agent for purposes of this bid; or
- (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (e) bidder participates in more than one Bid in the bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- (f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.
- (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit

should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

40 Code of Ethics

a. As a guiding principle of professional conduct, all purchase executives of CIL and its subsidiary companies will abide by the following codes of ethics:

- To consider first the total interest of one's organization in all transactions without impairing the dignity and responsibility of one's office.
- To subscribe and work for honesty and truth in buying, to denounce all forms and manifestations of commercial malpractices and eschew anti-social practices.
- To accord a prompt and courteous reception so far as conditions will permit, to all who call up on legitimate business mission.

b. Code of Integrity for Public Procurement (CIPP)

CIL, its subsidiaries as well as bidders, contractors, suppliers and consultants under contract with CIL or its subsidiaries shall observe the highest standard of ethics during the procurement and/or execution of such contracts.

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

- (i) "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii) "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- (iii) "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels;
- (iv) "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel

have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

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

d. Punitive Provisions

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

i) if his bids are under consideration in any procurement

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

ii) if a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate. The due amount may be recovered from the bills of the supplier against any existing/future contract(s) with CIL and/or any of its subsidiaries.

- iii) Provisions in addition to above:
- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under the signature of a General Manager level officer, with the Competition Commission of India; and
 - c) Initiation of suitable disciplinary or criminal
- 41 Any document (except printed leaflets and catalogues) uploaded by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.
- 42 Offer submitted with irrelevant, abnormal, unusual, inconsistent value(s), against any clause of TPS may reflect the bidder as 'COMPLIED' by the system but the same may be rejected if necessary, after due evaluation of the information provided.
- 43 The firm is required to submit a certificate on their letter head that they comply with OM no.- F.No.6/18/2019-PPD alongwith Order (Public Procurement no. 1,2 &3) all dated 23.07.2020 of Department of Expenditure, Ministry of Finance, in respect to restriction of Bidders from certain countries under Rule 144 (xi) of GFR 2017.

Section III – General Conditions of Contract (GCC)

1. Definitions

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

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) "GCC" means the Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organization purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.
- o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.

- p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
- q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.
- r) "Stores" means the goods specified in the Supply Order or schedule which the supplier / contractor has agreed to supply under contract.
- s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) "Site" mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.
- x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
- z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
- aa) "Particulars" shall mean the following:
- i. Specifications;
 - ii. Drawing;
 - iii. Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v. Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and / or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi. Proprietary make denoting the product of an individual manufacturer;
 - vii. Any other details governing the construction, manufacture and / or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

5. Patent Rights

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

6. Security Deposit

- 6.1. The successful tenderers will have to submit Security Deposit for the 03% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from an RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- ~~6.3. The Security Deposit shall be in the same currency (ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.~~
- ~~6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.~~
- 6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts /rate/running contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

- 6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
- 6.7. If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- 6.8. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- 6.9. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- 6.10. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- 6.11. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- 6.12. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.
- 6.13. The SDBG will be submitted Through Structured Financial Management System (SFMS).

7. Performance Bank Guarantee

- 7.1. Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

- 7.2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by an RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 7.3. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. ~~In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.~~
- ~~7.4. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause 7 above, by the number of equipment ordered for that particular item of the NIT.~~
- 7.5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).
- 7.7. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.
- ~~7.8. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfilment of contractual obligations including warranty obligations.~~
- 7.9. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.
- 7.10. The PBG will be submitted through Structured Financial Management System (SFMS).

8. Inspections and Tests

- 8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the

Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, at least 30 days in advance will be given for inspection.

- 8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores / materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector / Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

- 8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking

- 9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.
- 9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.
- 9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.
- 9.5. Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:
 - i. Project;
 - ii. Contract No;
 - iii. Country of origin of Goods;
 - iv. Supplier's name;
 - v. Packing list Reference Number;
 - vi. The gross weight, net weight and cubic measurement;
 - vii. Consignee Name and Address;
- 9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

- 10.1. The delivery period stipulated in the Contract / Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.
- 10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to

take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

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

10.4. The details of shipping documents to be furnished by the Supplier are specified below:

a) ~~For Imported Goods:~~

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

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

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

b) For Domestic Goods from within India:

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

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

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

11. Insurance

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

12. Transportation

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

13. Warranty(Refer clause no.1 of Section IV of NIT)

- 13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from

design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

- ~~13.2. This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelve (12) months from the date of its use/fitment/commissioning, whichever is earlier.~~
- 13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts / Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts / Goods thereafter.
- 13.4. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 13.5. For the goods whose life is less than twelve (12) months, the warranty period will depend on the nature of the item under procurement and shall accordingly be specified in SCC.

14. Payment

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

14.2. Payment for Indian Agency Commission

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

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

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

trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

15. Changes in Order

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

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

16. Contract Amendments

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

17. Assignment

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

18. Subcontracts

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

19. Delays in the Supplier's Performance

- 19.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 19.2. If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an amendment to the Contract / Purchase Order.
- 19.3. Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages

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

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment / stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment / stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment / stores at the risk and cost of the defaulting supplier and also,
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- (e) To forfeit the security deposit fully or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

21. Termination for Default and breach of contract

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

- a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- c. If the Supplier, in the judgement of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

21.2. Code of Integrity for Public Procurement (CIPP):The supplier shall observe the highest standard of ethics while competing for and during execution of contracts.

The following practices would amount to violation of CIPP:

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

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

22. Force Majeure

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

- 22.2. If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays / failures.
- 22.3. In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty-one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 22.5. For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 22.6. There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.
- 22.7. The contract shall be governed by the following Force Majeure Clause:

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

23. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination

will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

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

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

- a) to have any portion completed and delivered at the Contract terms and prices; and / or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

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

26. Taxes and Duties

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

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

27. Limitation of Liabilities

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

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

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

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

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

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

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

29. Progress Reports

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

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

30. Provisions of CIL's Purchase Manual

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

31. Applicable Law

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

32. Jurisdiction of Courts

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

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

33. Notices

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

Purchaser:

General Manager (MM)
Coal India Limited, Coal Bhawan
Premises No. 04, Plot No. AF-III, Action Area 1A,
New Town, Rajarhat, Kolkata -700 156, West Bengal,

Fax: 033-23244115

Phone: 033-23244127

Email address: gmmm.cil@coalindia.in

Supplier:

[-----

Fax No.: +91 -----

Phone: +91 -----]

- 33.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33.3. In case of change in address, the Supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

Section IV - Special Conditions of Contract (SCC)

Special Conditions of Contract

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

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

S.No.	GCC Clause	Topic	SCC Provision
1.	Warranty (13)	Guarantee / Warranty	Detailed in Clause no.1 of SCC

1.Warranty

Successful bidder shall offer standard warranty involving repair/replacement as necessitated during entire period of contract i.e. for 36 months from the date of supply of activated data card. However in event of extension of the contract for a further period of one (1) Year beyond 36 months, the successful bidder shall be required to extend the warranty accordingly.

Section V - Schedule of Requirements

Technical Requirements/ Specifications

(i) The bidder shall provide 4G high speed data cards along with 4G SIM and the same shall be capable of providing data speed up to 100 Mbps.

(ii) 4G data services shall be provided under following two categories:

Item no-1.

4G compliant Data card - 113 Nos.

With min. 25GB free download per month.

Item no-2.

4G compliant Data card - 18 Nos.

With min. 60GB free download per month.

(iii) The hardware shall be Wi-Fi enabled so that the same could be used as a hotspot too.

(iv) The data card must support power backup through minimum 1500 mAh battery for Wi-Fi usage. The Wi-Fi data card should be provided along with compatible charger/adopter.

Section VI - Technical Section

Technical Section

1.Scope of Work

- (i) The bidder shall provide 4G high speed data cards along with 4G SIM as per the Technical specifications indicated in the NIT.
- (ii) The services of data card shall be provided in postpaid mode with 24 x 7 customer support for the same.
- (iii) In case any hardware problem or data card's compatibility issue arises out during the contract period, then the same shall be suitably repaired / replaced / resolved by the successful bidder free of cost.
- (iv) Under normal usage conditions the hardware shall be returned back to the contractor on termination or completion of the contract period, however in case of the contract being extended for a period of 1 (one) Year then the same shall be returned back after completion of extended contract period.
- (v) In case if any technical up gradation is required in the supplied system during the contract period the successful bidder shall have to incorporate the same without any cost implication to CIL.
- (vi) The required one time charges, if any, as well as usages charges as per the supply order shall be paid to the successful bidder and all required hardware/accessories shall be provided at no extra cost to CIL Kolkata at no extra cost during the contract-period and the efficiency / durability of the same shall be ensured by the successful bidder.
- (vii) The bidder shall be required to quote monthly rental charges along with other Applicable charges viz. taxes etc liable for 4G data services under following two categories:

Item no-1. 4G compliant Data card
With min. 25GB free download per month.

- Qty 113 Nos

Item no-2. 4G compliant Data card
With min. 60GB free download per month.

- Qty 18 Nos

In both the above items, however, download beyond allocated limit of 25GB / 60GB per month, should also have provision of unlimited free download at reduced speed for remaining period of that particular month.

The successful bidder shall however be required to provide one unique ID / password to access & view the individual usage of Wi Fi data card on daily basis through web browsing. There should not be any roaming charges for usage of data services outside home LSA. Free National roaming should be activated from the day one of activation of the data service in each data card.

2.Delivery:

The delivery of the data card and its service shall be concluded within 21 days from the date of issue of the order.

3.Period of Contract:

The contract for usage shall be for a period of 36 months from the date of supply of duly activated data cards. However, the contract period may be extended for a further period of 12 (Twelve) months on the same terms and conditions as per the sole discretion of CIL.

4.Consignee: -

Sl. No.	Description	Quantity (Numbers)	Consignee
1	4G Compliant Data Card (With minimum 25 GB free download per month).	113	GM (E&T), Coal India Limited,Coal Bhawan Premise No-04 MAR, Plot No-AF-III,Action Area-1A, Newtown,Rajarhat,Kolkata-700156
2	4G Compliant Data Card (With minimum 60 GB free download per month).	18	

5a) Quantity Variation:

CIL reserves the right to increase or decrease the quantity of tendered item by a margin upto 25% (max.) of total tendered quantity of each item on the basis of finalized rate & terms & conditions of this tender, depending upon actual requirement during the contract period.

In event of any downward trend in the prevailing tariff for the tendered items in the market, the financial benefit of the same shall be passed on accordingly to Coal India by the successful bidder during the contract period.

5b)Foreclosure of Contract: -

CIL reserves the right to foreclose the contract wholly or partially (by way of reducing the quantity as per the prevalent requirement), any time during the contract period or in case of breach of terms and conditions of the contract by the successful bidder.

6.Payment Terms:

A. 100% One-time charges, as applicable if any, shall be paid within 21 days after receipt of duly activated data-cards by Coal India Limited. The bill against one-time charges, if any shall be submitted by successful bidder along with delivery challan, duly signed by GM (E&T), CIL or his authorized representative.

B. Similarly the monthly Rental charges shall be paid within 21 days from the date of receipt of bill to this effect along with following documents:

1. At the time of submission of first monthly rental bill.

- Pre-Receipted and stamped Invoice in triplicate along with a certificate from GM (E&T) or his authorized representative regarding activation and satisfactory performance of the services besides mention of penalty, if any during the billed period for deduction.
- Lowest price certificate.
- Copy of Performance Bank Guarantee.
- Any other required document required at the time of passing the bill.

2. At the time of subsequent monthly rental bills.

- Pre-Receipted and stamped Invoice in triplicate
- A certificate from GM (E&T) or his authorized representative regarding satisfactory performance of the services with penalty deduction, if any during the billed period.

7.PENALTY :

In case of breakdown / non-functioning of data card, the same should be attended within 48 hours of receipt of intimation through letter/e-mail/SMS/etc from CIL user end. After intimation the successful bidder shall ensure necessary repair / replacement of data card hardware / SIM as the case may be within next 2 days after initial 48 hours from the date of intimation.

However, If the faulty data card/SIM could not be repaired / replaced within 4 days from the date of first intimation then a penalty on pro-rata basis @ daily rental charges shall be deducted for total number of breakdown period beyond 4 days' grace period.

Moreover, in any case if the breakdown period exceeds beyond 07 (seven) days from the date of intimation, then penalty equal to one-month rental will be deducted from the monthly bill of the concerned Data card/SIM connection.

National roaming should be activated from day one of activation of the data service of each data dongle/card failing which penalty will be imposed @1.5 times of daily rental charges per day towards non availability of national roaming for each connection.

8. To ensure smooth and trouble free functioning of 4G indented data cards inside the Coal Bhawan building in all floors and every loop and corners.

----- XX -----

Section VII - Sample Forms

Annexure-1

Letter of Bid

To
Coal India Limited,
Coal Bhawan
Premises No. 4,
Action Area IA,
New Town, Rajarhat,
Kolkata-700 156,
India

Dear Sirs,

Sub: Tender No.

1. Having examined the Tender Document including Addenda/Corrigenda, if any (insert numbers), we, M/s. (..... name of the bidder firm.....) represented by the undersigned, Mr/Ms..... Employee/ Partner /Legal Attorney / Proprietor /Accredited Representative, offer to supply and deliver (description of Goods and Services) vide our offer No.....datedin conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We agree to abide by this bid for a period of 120 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted alongwith the tender are genuine, authentic, true and valid.
8. We confirm that if any information or document submitted is found to be false / incorrect forged/tampered in any way, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm along with all partners of the firm as per provisions of tender document/Purchase Manual of CIL/Provisions of law in force.
9. We have never been banned or delisted or debarred or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned or de- listed or debarred or Put on Holiday by the organization named “-----” for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

Note: In case bidder is Indian Agent shall also give above declaration in the Manufacturer’s Authorisation form, Annexure-4 as per clause-5.2, ITB, Section-II.

Dated this _____ day of _____ 20--

Signature _____
Name _____
Designation _____
Seal _____

Duly Authorised to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder alongwith the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India, if executed in India
3. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-2]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid

(On NON JUDICIAL STAMP PAPER)

We do hereby authorise M/s. /Mr..... Address whose DSC is mapped in the name of the bidder, for online bidding on behalf of us for Tender No. Dated invited by CIL on <https://coalindiatenders.nic.in>.

Name, Signature & Seal of the person who has signed Letter of Bid

And is Authorising the DSC Holder for online bidding.

Name, Signature & Seal of the DSC Holder having DSC mapped in the name of the bidder, Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

Details of Bidder

Sl.	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of Bidder	
3	Registered office address of the Bidder	
4	Phone /fax/email id of registered office	
5	Name & Full Address of Manufacturer (If bidder is an agent)	
6	Full Address of Factory of Manufacturer	
7	Phone /fax/email id of factory	
8	Contact person name & designation	
9	Phone /Cell no/email id of contact person	
10	Nature of company (PSU/Joint venture/Private)	
11	Ownership details of the bidder's firm (Proprietorship / Partnership/ Joint stock co/others)	
12	Name and address of the owners/Board of directors	
13	Name and address of banker	
14	Bank account number	
15	Type of Account	
16	IFSC code	
17	IT PAN of company	
18	GST No.	
19	MSME/MSE Firm : To Confirm Yes or NO	
20	Supply Point	

NOTE:-The bidder is required to furnish the details as above duly signed and stamped on their letterhead as part of its offer. If no information is applicable against any serial number, please mention – Not Applicable.

Security Deposit Bank Guarantee Proforma

..... (Name & address of the Purchaser)
..... Company)

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

Messersa company / Firm having its office at No.hereinafter called the Contractor has entered into the said agreement dated.....(hereinafter called 'the said agreement') with(Name of the Purchaser Company) hereinafter called(the company) to supply.....stores/materials amounting to Rs.on the terms and conditions contained in the said agreement.

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

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

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

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

We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the.....d a y o f 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 s u c h 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..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

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

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

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

Place.....

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

Performance Bank Guarantee Format

..... (Name & address of the Purchaser)
..... Company)

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

Messersa company / Firm having its office at
No.hereinafter called the Contractor has
entered into the said agreement dated.....(hereinafter called ‘the
said agreement’) with(Name of the Purchaser Company)
hereinafter called(the company) to supply.....stores/materials
amounting to Rs.on the terms and conditions contained in the said
agreement.

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

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

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

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

We, the Bank- further agree that the guarantee shall come into force from the date hereof
and shall remain in full force and effect till the period that will be taken for the performance
of the said agreement which is likely to be the.....day of.....but if the period of
agreement is extended either pursuant to the provisions in the said agreement or by mutual

agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as 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..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

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

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

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

Place.....

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

Format for Bank Details for Electronic Payment

To
M/s. Coal India Ltd.,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156.

Dear Sir,

Sub: Authorization of all our payments through Electronic
Fund Transfer system/RTGS/NEFT/LC.

We hereby authorize Coal India Ltd. to disburse all our payments through Electronic Fund Transfer system/RTGS/NEFT/LC. The details for facilitating the payment are given below:

1	Name of the Beneficiary, address with Telephone No.	
2	Bank name, address with Telephone No.	
3	Branch name & code	
4	Bank account number with style of account (Savings/Current)	
5	IFSC Code No./Swift Code of the Bank	
6	PAN No. of the Beneficiary	
7	E-Mail No. and Mobile No. of the Beneficiary for intimation of release of payment.	

I/We hereby declare that particulars given above are correct and complete and if the transaction is delayed or credit is not effected due to incorrect information, I/we will not hold Coal India Ltd. responsible.

Authorized Signatory
Name:
Official Stamp with date

Bank Certification

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

Authorized Signatory
Name:
Official Stamp with date

Proforma for Equipment And Quality Control

Reference: CIL/Subsidiary Co. _____ Tender No. _____

Date _____ for supply of _____

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

.....

(Signature of Tenderer)

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

Annexure – 8

Check list of Documents to be uploaded in Technical Bid

The Bidder shall upload the scanned copies of the following documents in suitable folders/spaces in Technical Bid as mentioned below:

Sl	Document	NIT Clause Ref. No.	Folder Name
1	The bidder should be a Mobile Service Provider, having a valid licence in their own name for operation of GSM mobile services along with 4G spectrum license in Kolkata region (West Bengal).	Clause No. 5.2 of Section VI, Technical Section	Technical Docs
2	Bidder should have valid 4G license from Govt. of India, for the offered data connectivity (GSM) in Kolkata Region (Relevant copy of the document conforming allotment of license in their name for Kolkata Region to be furnished by the bidder).	Clause No. 6 of Section VI, Technical Section	Technical Docs
3	Any other Technical document as sought in NIT		Technical Docs

Annexure – 9**Check list of Documents to be uploaded in Techno - Commercial Bid (Commercial)**

The bidder shall upload the scanned copies of the following documents in suitable folders / spaces in Techno-Commercial Bid as mentioned below:-

Sl	Document	NIT Clause Ref No.	Folder Names
1	Bid Securing Declaration	Sec.-II, ITB, clause-17	Commercial Docs
2	Letter of Bid (LOB) in the bidder's letter head as per format given at Annexure -1 along with Power of Attorney	Sec-II, ITB, clause-18	LOB DOCS
3	In case the person who has signed LOB is not Bidding himself and has authorized another person to bid online on his behalf , then the DSC authorization as per Annexure 2	Sec-II, ITB, clause-18	LOB DOCS
4	Details of Bidder as per Annexure - 3	Sec-II, ITB, clause-19	Commercial Docs
5	Bank Mandate	[Annexure-6]	Commercial Docs
6	Documentary evidence for Eligibility for Purchase preference as per clause no.32 of ITB	Sec.-II, ITB, clause-32	Commercial Docs
7	Documents of MSE's (If Applicable)	Sec-II, ITB, clause-33	Commercial Docs
8	Documents for Relaxation of MSEs and Startups	Sec.-II, ITB, clause-34	Commercial Docs
9	Certificate on their letter head that they comply with OM no.- F.No.6/18/2019-PPD alongwith Order (Public Procurement no. 1,2 &3) all dated 23.07.2020 of Department of Expenditure, Ministry of Finance, in respect to restriction of Bidders from certain countries under Rule 144 (xi) of GFR 2017.	Sec.-II, ITB, clause-43	Commercial Docs
10	Declaration by Banned or Delisted or Debarred or 'Put on Holiday' Suppliers	Sec.-II, ITB, clause-26	Commercial Docs
11	Any other documents as sought in NIT		Commercial Docs