


क्लीयरिंग एंड फॉरवार्डिंग डिवीज़न कोल इंडिया लिमिटेड (महारात्र कंपनी) कोल भवन, परिसर सं-4, एम.ए.आर, प्लॉट सं-ए.एफ-III, एक्शन एरिया-1ए, न्यू टाउन, राजारहाट, कोलकाता-700156 फोन: 033-23246632 फैक्स: 033-2324 6000 ई-मेल: gmcnf.cil@coalindia.in वेब साईट : www.coalindia.in	 <b>महारात्र कंपनी</b> A Maharatna Company	CLEARING & FORWARDING DIVISION COAL INDIA LIMITED, (Maharatna Company) Coal Bhawan, Premises No.4, MAR, Plot No.AF-III, Action Area-1A, New Town, Rajarhat, Kolkata-700156 TEL: 033-23246632 Fax: 033-2324 6000 E-MAIL: gmcnf.cil@coalindia.in WEBSITE: www.coalindia.in
Corporate Identity No. L23109WB1973GOI028844 (एक ISO 9001:2015,ISO14001:2015 & ISO 50001:2011 प्रमाणित कंपनी)		

## OPEN DOMESTIC e-TENDER ENQUIRY

**Tender no: CIL/C&F/CHA/RC/e-Tender/2023-24/101      Dated: 28.02.2023**

**Notice Inviting Tender for Conclusion of Rate contract valid for a period of 01(One) year for appointment as CHA for BE filing against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Ports in India.**

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (HH:MM)
1	NIT Details	<b>CIL/C&amp;F/CHA/RC/e-Tender/2023-24/101 Dated :28.02.2023</b>	--
2	Tender e-Publication date	<b>03.03.2023</b>	11:00
3	Document download start date	<b>03.03.2023</b>	11:00
4	Document download end date	<b>22.03.2023</b>	17:00
5	Bid Submission start date	<b>03.03.2023</b>	11:00
6	Bid submission end date	<b>22.03.2023</b>	17:00
7	Start date for seeking Clarification online	<b>03.03.2023</b>	11:00
8	Last date for seeking Clarification online	<b>15.03.2023</b>	17:00
9	Date of Opening of Tender	<b>23.03.2023</b>	11:00
11	Estimated off-take value during RC period	<b>Rs. 67000.00(Rupees Sixty Seven Thousand only)</b>	
12	Earnest Money Deposit	<b>Not Applicable</b>	
13	Pre Contract Integrity Pact	<b>Not Applicable</b>	

- 1 The offers have to be submitted online through the CIL's e-procurement portal website <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. The Online Bidder Enrolment is free of cost and one-time activity only.
- 2 The complete tender document shall be available on the website of Coal India Limited ([www.coalindia.in](http://www.coalindia.in)), Central Public Procurement Portal ([www.eprocure.nic.in](http://www.eprocure.nic.in)) and CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such a tender document shall be considered valid for participating in the online tender on CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>). All bids are to be submitted on-line on E Procurement portal of Coal India Ltd, <https://coalindiatenders.nic.in>. Mode of tendering is e-Bidding and type of bidding is **Single Stage Single Bid System**. No offline-Bids will be accepted during online submission of bid.

**Tender no: CIL/C&F/CHA/RC/e-Tender/2023-24/101      Dated: 28.02.2023**

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. There is no tender fee and the bidders can download the tender document free of cost.

4 Interested eligible Bidders may obtain further information from the following office:

**GM , C&F Division**  
**Coal India Limited,**  
**1<sup>st</sup> Floor, COAL BHAWAN,**  
**Premises no: 04, Plot no. AF- III**  
**Action Area: 1A, New Town, Rajarhat,**  
**Kolkata – 700 156(WB), India**  
**Fax: +9133- 23246000**  
**Phone: +9133-23246640, Mobile: 8902494228/9433007124**  
**Email address: [gmcnf.cil@coalindia.in](mailto:gmcnf.cil@coalindia.in) / [ssamanta.cil@coalindia.in](mailto:ssamanta.cil@coalindia.in) / [niraj.k5326@coalindia.in](mailto:niraj.k5326@coalindia.in)**  
**For Technical Support – Mobile: 9800262930**

Bids must be submitted along with all supporting documents complete in all respect as mentioned in Tender document, Terms and Conditions and Instructions to Bidders (**Annexures at A to K**) for entering into Rate contract for appointment as CHA for BE filing against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Ports in India on as and when required basis, in the e-procurement portal online before or up to the scheduled time and date as mentioned above.

5 There is no provision to take out the list of parties who have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before the last date of submission of offer/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 bidder. 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. 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 bidder's end.

8. Bids will be opened online at the scheduled time on the due date of opening as mentioned above. In the event of the scheduled due date of opening of bids being declared as a closed holiday for CIL's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.

9. **Important Notes:**

- a) In case 03 Bids are not received within the originally stipulated time, the due date of tender shall be extended by four days automatically by the system.
- b) Even after granting extension of four days, if less than 03 bids are received, tender shall be considered for opening.
- c) In case no offer is received, tender will be cancelled.
- d) All entries in the quotation should be entered at on-line submission form without any ambiguity.
- e) Tender cannot be accessed on-line after the **DUE DATE** and **TIME** of submission stipulated above.
- f) Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry.
- g) 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.
- h) 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.
- i) 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.

10. **Code of Integrity for Public Procurement (CIPP):**

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

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

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

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

11. ~~Job serial number must be maintained in the offer and rate must be quoted in the same unit as mentioned in the said table otherwise the offer will stand rejected.~~

12. **Earnest Money Deposit (EMD): Not Applicable**

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

~~in CIL / Subsidiary Company's designated account and the information flows from Bank to e-procurement system.~~

- ~~3. In case of foreign bidders, they may remit the EMD in equivalent USD to purchaser's account and should upload Transaction reference number / Documentary evidence showing such remittance along with the offer. The remittances of EMD of USD to purchaser's account shall be the net remittance excluding all commissions, costs and charges levied by the intermediary banks.~~
- ~~4. In case of exemption of EMD, the self attested scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission which will be verified along with bid documents. However, this option is to be enabled only in those cases where the exemption to EMD to some bidders is allowed as per NIT.~~
- ~~5. Submission of EMD is exempted for a tender value up to Rs. 2 lakhs.~~
- ~~6. Exemption from submission of EMD:~~

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

~~The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the form of e payment or relevant documentary evidence for exemption of EMD. In case of non submission of the EMD or documentary evidence towards exemption of EMD as detailed above the tender shall be treated as non responsive and will not be processed further.~~

#### ~~7. Refund of Earnest Money Deposit~~

- ~~1. EMD furnished by all unsuccessful tenderers shall be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract.~~
- ~~2. The EMD of successful bidder and also foreign bidders will be refunded through e payment for which the bidders will have to upload the Mandate Form with Bank details. In case of e procurement, EMD of unsuccessful bidders will be refunded through e procurement portal/system.~~

#### ~~8. Forfeiture of Earnest Money Deposit:~~

~~As EMD is not applicable in lieu of forfeiture of EMD the tenderer / Bidder shall be banned for a period of two years for subsequent bids in CIL and its subsidiaries for the following reasons:~~

~~The EMD shall be forfeited:~~

- ~~1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.~~
- ~~2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -~~
  - ~~a) Fails to sign the contract within 30 days from the date of notification of award; or~~

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

Refuses to accept/execute the contract

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

13. **Security Deposit:( Not Applicable):** ~~The successful tenderer will deposit interest free Security Deposit equivalent to 03(Three) % of the Annualized contract value in the form of Demand Draft/ Banker's Cheque in favour of COAL INDIA LIMITED, payable at Kolkata or Bank Guarantee in the CIL's approved format (Annexure-F) valid for 18 months (12+6) from the date of issue of BG/DD/BC, which may be extended, if so required.~~

~~The Security Deposit should be submitted within 15 days of issuance of contract. In case the firm fails to submit the security deposit, their EMD will be forfeited and action may be initiated for alternate arrangement and the performance of the defaulting firm will be recorded for future dealings with them. The Security Deposit / Bank Guarantee will be refunded/ released on satisfactory execution of the contract and after completion of BG period. However, for unsatisfactory performance and/or contractual failure, the security deposit shall be forfeited.~~

~~Please refer Annexure B, Point B-3, Terms and Conditions section of the NIT for more details.~~

14. **Eligibility Criteria:** To be considered qualified to successfully execute the contract, the bidder will have to upload certificates/ testimonials/ documents mentioned in **Annexure-A** in the folder named "Eligibility Docs".
15. The offers are to be submitted on line through our e-procurement service provider portal as laid down in 'Instruction to Bidders'.

16. **ONE BID PER BIDDER**

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Ltd/Private Ltd. company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

17. **SITE VISIT:** The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit the Site.i.e.Port/Airport.
18. Scanned copy (PDF) of supporting documents duly digitally signed should be uploaded in the Folder provided for this purpose. However, CIL reserves the right to verify such documents with the original, if necessary. Bidder has to submit the originals to CIL on demand.
19. Documents as per the terms of the NIT to be uploaded only. Any additional document other than what is mentioned in the electronic templates/offer sheet, shall be ignored.
20. In case the Bidder uploads self-attested copies of registration/approval certificate of Port authorities, MSME etc. and other independent statutory bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public, which shall be accepted as an authentic document.
21. The offer should be submitted strictly as per the terms & conditions laid down in the tender document and its Annexures failing which the offer will be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection.

22. **Opening of Bid:**

- i) Tenders [Cover-I] &[Cover-II] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.
- ii) The e-Procurement system will evaluate the Techno-commercial bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria

as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.

- iii) After decryption and opening of bids, the system will prepare a comparative statement indicating the lowest price quoted by L-1 bidder and the total number of bids received/opened.

**23. 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 sales tax / VAT / GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).
3. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
4. **For this purpose, one chance of 7x24 hours duration shall be given to the bidders to upload these clarifications / shortfall documents.**

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

**24. Relaxation from above Proven-ness criteria (for Prior Experience / Turnover) for Start-up and Micro & Small Enterprises (MSEs):**

- A. As per Provision of Policy Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India, prior experience and turnover criteria is not applicable for Start-ups & MSEs bidders in respect of either of the following situation and no further documents regarding proven-ness will be required to be submitted by these category of bidders:
- a) If bidder submits documents to prove the Start-up/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., CIL if needed, may access the techno-commercial capability of such bidders to manufacture and deliver goods as per the prescribed quality and technical specification before awarding the contract. For this purpose MSE/Start-up should submit the required details as per 'Proforma for Equipment and Quality Control'
  - b) If favorable technical capability reports obtained earlier on such firms for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

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

tenders. The issues related to technical capability are to be decided by the Head of Technical Department.

- c) If bidder submits documents to prove the Start-up/MSE status for the tendered item and their products are ISI marked / DGMS approved / Proven in CIL or its Subsidiary companies / Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover:
- A valid BIS Marking License for the quoted items on them. OR
  - Rate Contract as issued by CIL/any other subsidiary for the quoted items on them. OR
  - A valid DGMS approval certificate for the quoted items on them. OR
  - Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.
- The Document(s)/Certificate(s), by the bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such Document/Certificate valid as on date of supply duly notarized, must accompany their bill(s).

**B. Important Notes:**

- i) Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.
- ii) Start-ups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs100 cores 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 start-up if its turnover for the previous financial years has exceeded Rs100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to Start-ups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India].
- iii) Meaning of the term “Entity”-
- Private Limited Company (under the Companies Act, 2013) or a
  - Registered Partnership Firm (under The Indian Partnership Act, 1932) or a
  - Limited Liability Partnership (under The Limited Liability Partnership Act, 2008)

**C. Following documents to be submitted by MSEs /Start-ups for proof of being MSEs/Start-up:**

1. MSE bidders have to submit valid documentary evidence, like UAM, EM Part-II by DIC etc. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any. OR
2. Start-up bidders have to submit valid documentary evidence (like start up recognition documents/ start up certificate etc.) for tendered/quoted item(s) as per definition & Eligibility of Start-up in line with OM vide letter no. F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI with subsequent amendments, if any.
3. Start-up bidders have to submit Incorporation/ Registration Certificate of company incorporation certificate (if applicable) and following start up self-certificate:

**Start-up self-certification:**

*I certify that our entity-*

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

**Self-certificate: The tenderer shall also submit self-certificate to the following extent online: “The item covered in the supply order copies enclosed with our offer has been fully executed without any complaint on account of performance of the products.”**

Failure to submit the above documents may render a tender unacceptable.

**D. Following documents to be submitted by MSEs /Start-ups for proof of establishing the quality assurance and technical capability in support of their offer for the tendered/quoted item (s):**

1. Certificate towards quality assurance & capability from some authority like MSME, NSIC etc. for the quoted items; OR
2. Any favorable technical capability reports given earlier to bidder for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids; OR
3. If bidders have submitted documents to prove Start-up/MSE status and whose products are ISI marked / DGMS approved / Current holding Rate Contract with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or Subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL.

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

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

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

25. **Purchase Preference:**

**A. Purchase Preference to MSE Enterprise**

1. As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders. Purchase Preference to Micro and Small Enterprises (MSEs) for Supply of Goods or Services will be given as per Public Procurement Policy for Micro & Small Enterprises (MSEs), order 2012 and Amendment order, 2018 under Micro, Small and Medium Enterprises Development Act, 2006 of Government of India or as amended from time to time, in force at the time of opening of bids provided their bids are in compliance with the conditions of policy
2. 25% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price within the price band of L1+15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty)
3. Out of 25% of this quantity, 4% and 3% shall be procured from Micro & Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe (SC/ST) and women entrepreneurs respectively provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process or meet tender requirement and L-1 price, this 4% and 3% requirement earmarked for Micro & small Enterprises owned by SC/ST and women entrepreneurs respectively shall be met from other Micro & Small Enterprises. MSEs would be treated as owned by SC/ ST entrepreneurs if:
  - a. In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b. In case of partnership MSE, the SC/ ST partner(s) shall be holding at least 51 % shares in the unit.
  - c. In case of Public Limited Companies, at least 51 % share shall be held by SC/ ST entrepreneurs at any given point of time.

The firm has to submit a copy of Entrepreneurs memorandum certificate i.e. EM -Part-2 issued by District Industries Centre to claim their status as "MICRO" & "SMALL" Entrepreneurs. "SC" & "ST" Entrepreneurs etc. has to submit necessary cast certificate issued by State Authorities.

4. All Micro and small Enterprises (MSEs) who are having Udyog Aadhar memorandum shall be given all benefits available under Procurement Policy for MSEs Order 2012. The registration / Acknowledgment copy for the same to be uploaded along with the offer.



5. It is clarified that if L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 20% quantity shall be distributed among them at L-1 price.
6. Further, in case of non-divisible tenders, an MSE quoting in the price band of L-1+15% may be awarded for full/ complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L-1 by the MSE concerned.
7. Where any Aggregator (one who sells the products coming directly from the manufacturers. MSME appoints aggregators for the specific items.), appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
8. This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

**B. Purchase Preference to Ancillary Units:**

1. The participating ancillary units within the price band of L-1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 25% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).
2. If L-1 price is quoted by an ancillary unit, then the ancillary who quoted L-1 price will get the opportunity for full supply. However, if there are MSEs within L-1+15% price band, then 25% tender quantity shall be awarded to them subject to their matching L-1 price.
3. If L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 25% quantity shall be distributed among them at L-1 price.

**C. Purchase Preference to Make In India:**

1. 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 15th June 2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry & vide order no. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September, 2020 of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
2. In terms of the above said policy, in the procurements of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as per following procedure:
  - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

Note: The margin of purchase preference shall be 20%.

3. In the procurements of goods or works, which are not divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is 'Class-I local supplier' the contract will be awarded to L-1.
- ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L-1 price.
- iii) In case such lowest eligible 'Class-I local supplier' fails to match the L- price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L-1 price, the contract may be awarded to the L-1 bidder.
- iv) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

Note: The margin of purchase preference shall be 20%.

## 26. **Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws their bid, they will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a). If the request of withdrawal is received before online notification for opening of price bid, bidder shall be banned for minimum two years from being eligible to submit bids in CIL and its subsidiaries. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b). If the request of withdrawal is received after online notification for opening of price bid, bidder shall be banned for minimum two years from being eligible to submit bids in CIL and its subsidiaries. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
  - i). If the bidder withdrawing its bid is other than L 1, the tender process shall go on.
  - ii). If the bidder withdrawing its bid is L-1, then re-tender will be done.
  - iii). If L1 bidder backs out, bidder shall be banned for minimum two years from being eligible to submit bids in CIL and its subsidiaries.

If any MSE Bidder withdraws its bid after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 2 years in line with Guidelines for Banning of Business.

### **The Mode of Withdrawal:**

#### **A. Online Withdrawal of Bids:**

a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.

#### **B. Offline Withdrawal of Bids:**

a. A partner of bidder (in case of JV/Consortium and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his/her disassociation from the bidder organization).

b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

**Acceptance of withdrawal: The Company will decide:**

a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrolment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture/Consortium or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV/Consortium or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his/her claim.

b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.

c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action.

d. If no mala fide intentions in the withdrawal are apprehended then the penal action

27. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.

28. CIL reserves its right to physically and by any other method (as applicable) to verify the documents and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of Business of the tenderer.

29. CIL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.

30. **Guidelines for Banning of Business**

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

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

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

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

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

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

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

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

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

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

b. In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate Authority.

9. Any change on the above may be done with approval of FDs of CIL.

10. All the orders of banning or orders passed in appeal shall be marked to GM(C&F) CIL. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited.

31. **PLACEMENT OF ORDER:**

The Work order to the successful L-1 bidder/s will be issued and the scanned copy of the Work order will be uploaded on the e-tender portal and the original copy will be sent to the bidder/s through registered/speed post.

Other terms and conditions shall be as per stipulation at Annexure enclosed herewith.

**For & on behalf of COAL INDIA LIMITED,  
CLEARING & FORWARDING DIVISION**

**(Signature)**

**Annexures of the NIT:**

- |  |                           |
|--|---------------------------|
| (a) Eligibility Requirement                  | - Annexure 'A'            |
| (b) General Terms and Conditions (GTC)       | - Annexure 'B'            |
| (c) Instruction to Bidders (ITB)             | - Annexure 'C'            |
| (d) Schedule of Job/Scope of Work            | - Annexure 'D'            |
| (e) Format of Letter of Bid (LOB)            | - Annexure 'E'            |
| (f) <del>Format of Security Deposit</del>    | <del>- Annexure 'F'</del> |
| (g) Format of EFT Bank Mandate               | - Annexure 'G'            |
| (h) Format of DSC                            | - Annexure 'H'            |
| (i) Format of Undertaking                    | - Annexure 'I'            |
| (j) Format of Banned/Delisted/Put on Holiday | - Annexure 'J'            |
| (k) Format of Certificate of Local Content   | - Annexure 'K'            |

SL No.	ELIGIBILITY REQUIREMENT:	Annexure 'A'
	The Bidder should possess following eligibility requirements to qualify for the Contract. In support of this, bidder should upload scanned copies of the following certificates/ testimonials/ documents in the Folder named " <b>ELIGIBILITY DOCS</b> " provided in the e-procurement portal.	
A.1	Bidder should possess valid CHA license in their own name and must be an Indian Company /Firm. Copy of valid CHA License in the name of bidder is to be uploaded.	
A.2	<b>The Work Experience: Not Applicable</b>	
A.3	<b>The Availability of working Capital: Not Applicable</b>	
A.4	<p><b>Legal status of the bidder</b> Information to be furnished by the bidder online :- Confirmation in the form of Yes or No for possessing the supporting documents.</p> <p><b>Documents to be furnished by the bidder in pdf form in Eligibility Docs :</b> (Any one of the following documents to be uploaded) (i) Affidavit or any other document to prove proprietorship /individual status of the bidder (in case of Proprietorship) (ii) Copy of Partnership deed containing name of Partners (in case of Partnership Firm) (iii) Memorandum &amp; Article of Association with Certificate of Incorporation containing name of bidder (in case of Limited Company). (iv) Rules, regulation &amp; by-laws (in case of cooperative society). (v) Joint venture agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner. (vi) PSU Insurance Companies registered with IRDA may submit self declaration.</p>	
A.5	<p><b>Valid PAN card.</b> Information to be furnished by the bidder online :- Confirmation in the form of Yes or No for possessing the supporting documents.</p> <p><b>Documents to be furnished by the bidder in pdf form in Eligibility Docs :</b> Copy of PAN card issued by Income Tax Department, Government of India. (In case of JV / consortium, PAN card for each Indian partner of JV / consortium and verifiable tax residency certificate of respective</p>	
A.6	<p><b>Valid Digital Signature certificate</b> Information to be furnished by the bidder online :- Confirmation in the form of Yes or No for possessing the supporting documents.</p> <p><b>Documents to be furnished by the bidder in pdf form in Eligibility Docs :-</b> If the bidder himself is the DSC holder bidding online then no supporting documents is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable documents for the authority to bid on behalf of the bidder. Format given as <b>Annexure-H</b></p>	
A.7	<p><b>The bidder should have office at Kolkata</b> <b>Documents to be furnished by the bidder in pdf form in Eligibility Docs:</b> Copy of either Lease Agreement or Title Deed or Property Tax Receipt or Electricity Bill or Telephone Bill or Trade License issued by KMC</p>	

A.8	<p><b><u>GST Registration</u> :</b>The bidder should be either GST Registered Bidder  OR  GST Registered Bidder under composition scheme  OR  GST Unregistered Bidder</p> <p>The following documents depending upon the status w.r.to GST as declared by Bidder:</p> <p>(a)<b>Status: GST Registered Bidder under regular scheme</b>  <b>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</b></p> <p>(b) <b>Status: GST Registered Bidder under composition scheme</b>  <b>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</b></p> <p>(c) <b>Status: GST unregistered bidder:</b>  <b>Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India.</b></p> <p><b>Note:</b>  <i><u>If turnover of bidder exceeds exemption limit/threshold, the bidder must have GST registration as per GST Act and rules/In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountant of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]</u></i></p> <p><b>Note:</b> If turnover of bidder exceeds exemption limit, the bidder must have GST Registration as per GST Act and rules. .</p>
A.9	An undertaking regarding genuineness of the information furnished by the bidder online and authenticity of the scanned copy of documents uploaded by him online in support of his eligibility, as per format given in <b>Annexure -I</b>
A.10	Any other documents to support the qualification information as submitted by the bidder online.
<p><b>Note:</b> Only one file in PDF format can be uploaded against eligibility criteria. Any additional / other relevant documents to support the information / declaration furnished by the bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded.</p>	

	<b>GENERAL TERMS AND CONDITIONS</b>	<b>Annexure ‘B’</b>
B.1	<b><u>VALIDITY OF CONTRACT</u></b> The contract shall remain valid for a period of 01 (One) year from the date of issue of contract. CIL has the right to extend the Contract by another one year at the same rate, terms and conditions on mutual consent. <i>The bid validity shall be 120 days from the date of opening of Tender.</i>	
B.2	<b><u>EARNEST MONEY DEPOSIT:</u> Not Applicable</b>	
B.3	<b><u>SECURITY DEPOSIT:</u> Not Applicable</b>	
B.4	<b><u>PRICE</u></b> <ul style="list-style-type: none"> <li>a) <b>Prices quoted shall remain firm during full term of the contract and should be valid for acceptance for 120 days from the date of opening of tender.</b> No enhancement in the rates shall be allowed</li> <li>b) Prices should be quoted in the BoQ excel available in the portal. The Price Bid format is indicated in this BoQ. Price Bid submitted in any format other than as specified above will be rejected and not considered for further evaluation.</li> <li>c) The rates quoted shall be exclusive of GST, which shall be paid extra as applicable, presently @ 18%.</li> <li>d) Statutory Charges: If there is any change in GST etc. within contractual period, the same shall be admissible.</li> <li>e) In case any new statutory duties / taxes become payable additionally or replacing any of the existing Taxes and Duties, it shall be admissible during the contractual period based on the documentary evidence.</li> <li>f) The Tax Invoice raised by the contractor must be in compliance of relevant CGST/IGST/SGST Acts, rules &amp; notifications made thereunder and should bear the GSTIN of respective areas of respective subsidiary. The rate and amount of CGST/ IGST/SGST related to Services shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill shall be raised by him in compliance of relevant GST Acts, rules &amp; notifications made thereunder.</li> <li>g) The CGST / IGST/SGST as applicable at the time of Services, shall be paid extra against submission of proper Tax invoice, as referred above, by the contractor so that the respective subsidiary could be able to avail Input tax credit of such GST reflected in the invoice.</li> <li>h) If the ITC claimed is disallowed due to failure on the part of vendor /contractor in incorporating the tax invoice issued to subsidiary company in its relevant returns under GST, payment of CGST/ IGST/SGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &amp; cess paid based on such Tax invoice shall be recovered by the respective Subsidiary Company from the current bills or any other dues of the contractor.</li> <li>i) The amount of CGST/IGST/SGST &amp; GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of the subsidiary company and the Contractor has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.</li> <li>j) In the event of any additional tax liability accruing on the vendor /contractor due to classification issue or for any other reason, the liability of subsidiary company shall be restricted to the amount of GST charged on the original tax invoice issued by the contractor</li> <li>k) The paying authority of user subsidiary companies shall claim the Input Tax credit per rules for which necessary documents shall be presented to the paying authority by the C&amp; F dept. CIL.</li> </ul>	
B.5	GST shall also be levied on penalties. In the event of recovery of any claim towards LD Charges, penalty, fee fine or any other charges (Except EMD) from the supplier /Vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the transporter /vendor against their bill /invoice or any other dues	
B.6	<b><u>Estimated Off-take:</u></b> The estimated Off-take indicated in the tender is based on previous years' experience which may vary and CIL does not guarantee any quantum of job. This shall be solely as per requirement only.	



B.7	<p><b><u>EVALUATION OF BIDS:</u></b></p> <p>i) Prior to the detailed evaluation of Bids, CIL will determine whether each Bid: Meets the eligibility criteria defined in Annexure -A (Eligibility Criteria.) Documents has been properly signed; <del>Is accompanied by the EMD or any exemption documents.</del> Is substantially responsive to the requirements of the Bidding documents.</p> <p>ii) If a Bid is not substantially responsive, it may be rejected by the CIL at its sole discretion.</p> <p>iii) CIL will evaluate and compare only the Bids determined to be substantially responsive. Work order will be issued to the overall lowest evaluated responsive bidder :</p> <p>The evaluation of Bids for ranking and award of work shall be done based on the rate quoted in the price schedule for the job. The contract rates shall cover the cost of all services to be rendered by the Bidder under the Schedule of requirement, terms and conditions of this tender.</p> <p>iv) A substantially responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one: which affects in any substantial way the scope, quality, or performance of the contract; which limits in any substantial way, inconsistent with the Bidding documents, the CIL's rights or the Bidder's obligations under the Contract; or Rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p>
B.8	<p><b><u>MODE OF PAYMENT</u></b></p> <p>Payment shall be made through e-payment mode only for which bidder(s) will have to upload the duly filled Bank mandate form (<b><u>Annexure –G</u></b>).</p>
B.9	<p><b><u>Paying Authority:</u></b> The GM (Finance), Coal India Limited and its subsidiary companies through ,GM(C&amp;F)/CIL, Kolkata</p>
B.10	<p><b><u>Termination of Contract:</u></b> This contract may be terminated at any time within the currency period of the contract by CIL at its sole discretion for any of the following factors and for such cancellation CIL will under no circumstance be obligated for any financial repercussion and CIL’s decision on this effect shall be final: -</p> <p>10.1 Breach of any terms &amp; conditions of the contract.</p> <p>10.2. Any unlawful act of contractor or any third party on behalf of the contractor entailing any damage/loss to the property/materials of CIL or any of its subsidiary companies or stoppage of work.</p> <p>10.3 After expiry of the validity period, the contract will automatically stand cancelled unless and until extended on mutual consent.</p>
B.11	<p><b><u>SETTLEMENT OF DISPUTE</u></b></p> <p>Except or otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM, C&amp;F, CIL subject to a written appeal by the Bidder to the GM/HoD, C&amp;F, CIL, whose decision shall be final to the parties hereto.</p> <p>If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.</p>
B.12	<p><b><u>ARBITRATION</u></b></p> <p>The sole arbitration clause as given below shall apply to the proposed agreement: Except where otherwise provided for in the contract all questions or dispute or difference, whatsoever, arising out of or relating to or in connection with the contract shall be referred to the sole arbitrator to be appointed by the Director (Technical), CIL. There will be No OBJECTION if the sole arbitrator so appointed is an employee of CIL. The sole arbitrator to whom the matter is originally referred being transferred or vacating his office of arbitrator or being unable to act for any reason. Director (Technical) CIL as aforesaid may appoint any other person to act sole arbitrator or on the request of any of the parties to arbitration. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor subject as aforesaid under the provision of the arbitration and Conciliation Ordinance 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being enforce shall apply to the arbitration proceeding under this clause.</p> <p>It is a term of the contract that the party invoking arbitration shall specify the dispute to be referred to arbitration under this clause together with the amount claimed in respect of each such disputes, the said sole arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.</p>
B.13	<p><b><u>FORCE MAJEURE</u></b></p> <p>None of the parties hereto shall be liable for damages or shall have the right to cancel and terminate this Agreement for any delay or default of the other party in performing its obligations hereunder if</p>

	such delay or default is caused by conditions beyond its control including, but not limited to, Government restrictions, continuing domestic or international problems such as war or insurrections, nuclear holocaust, strikes, lockouts, fires, floods, work stoppages, embargoes, etc. or other acts of God provided however that either of the parties hereto shall have the right to terminate this Agreement upon two months written notice to the other if the other party is unable to carry out obligations hereunder due to any of the causes beyond its control as above and such inability continues for a period of six (06) months.
B.14	<b><u>INDEMINITY:</u></b> The contractor shall always keep CIL indemnified against any claim for loss or compensation by contractors own workers/ laborers or staff or by any third party due to any accident and/ or acts of omission or commission, arising out of and/ or incidental to the operation of this contract.
B.15	<p><b><u>Miscellaneous:</u></b></p> <p>All contract or terms thereof entered into between CIL and the contractor shall governed and regulated by the relevant laws from time to time being in force in the territory of India relating to contract.</p> <p>No guarantee is given as to any definite volume of work, which will be entrusted to the contractor at any time or throughout the period of the contract.</p> <p>No claim will be entertained from the contractor for this equipment of labour being idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.</p> <p>The Contractor shall carry out, perform and observe the provisions of the Factory's Act, Shop &amp; Establishment Act, Workmen's Compensation Act, Contract Labour (Regulation &amp; Abolition) Act, 1970, Employees Provident fund Act - 1952, the Minimum Wages Act, 1936 or any other enactment passed by the appropriate State legislature and any rules made there under by the appropriate government in any way affecting the labourers and staff employed by the contractor and also indemnify the Company against any liability that may be imposed by Law or by Govt. for non-observance of any of the provision of these Acts and Enactments. The company reserves the right to recover any amount from the contractor by deduction from his bills, security deposit or any other amount due to him/ them.</p> <p>The contractor shall be responsible and will undertake to provide the following welfare facilities for the worker employed by him in compliance of Chapter V of the Contract Labour (Regulation &amp; Abolition) Act. 1970 namely viz; Rest Room, Sufficient wholesome drinking water at convenient places, sufficient no, of latrines and urinals and washing facilities and also provide First Aid Box equipped with content as may be prescribed under the rules framed under the Contract Labour Act, 1970 at every place where contract labour are employed by him.</p> <p>The contractor shall pay his labourers (male or female) minimum wages prescribed under the minimum Wages Act or such minimum wages as may be prescribed by the Central govt. or by the appropriate State Govt. in the state where the contractor works.</p> <p><b><u>The Contractor shall strictly adhere to all rules and regulations as laid down by the Custom Authorities.</u></b></p>
B.16	<b><u>Negotiation:</u></b> The Company reserves the right to negotiate under the guidelines issued by the Government of India/ CVC.
B.17	<b><u>Canvassing:</u></b> - Canvassing in any form is strictly prohibited and the tender submitted by the bidder who resorts to canvass will be liable for cancellation
B.18	<b><u>Malpractices:</u></b> If any contractor is found guilty of (a) Misappropriating, pilfering or abetting misappropriation or pilfering of CIL property of any attempt therefore (b) Offering illegal gratification including offering bribe reward or advantage etc. to any officer or employee of CIL or any of its subsidiary companies (c) Indulging of any malpractice namely forgery, falsification, fabrication of documents, bills, vouchers, indents, etc. in support of any claim against the CIL or reduction of any liability or in connection with the work with the company or indulging any other act which is an offence under the provision of Indian Penal Code; the CIL, without prejudice to its any other legal right, be entitled to summarily terminate the contract and forfeit the security deposit.
B.19	<b><u>JURISDICTION</u></b> All suits or other legal proceedings relating to or arising from the arbitration proceedings or the award made in pursuance thereof shall be subject to the jurisdiction of Kolkata Courts only.
B.20	<b><u>Parallel Contract:</u></b> CIL reserve the right to conclude parallel contract

### Instructions to Bidders (ITB)

1. **System Requirement:** In order to submit the online offer on CIL's e-Procurement portal (<https://coalindiatenders.nic.in>), the bidder should 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.
2. **Registration/Enrolment of Bidder on e-procurement Portal of CIL:** In order to submit the Bid, the bidders will have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person and the DSC has to be mapped in the name of the bidder.  
  
The bidders who consider themselves eligible for purchase preference for being an MSE /'Make in India' bidder / Domestically Manufactured Electronic Products bidder / Ancillary should enrol their name in Coal India's e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder Enrolment". However, the necessary documents in support of the eligibility for purchase preference are to be uploaded against the specified tender to avail the benefits.
3. **Undertaking by the Bidder:** 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.
4. Registration/Enrolment of Bidder on above e-Procurement Portal only i.e. <https://coalindiatenders.nic.in>.

#### Requirements for Vendors

##### **Basic Requirements:**

- P.C. connected with internet.
- Registration with Service provider portal <https://coalindiatenders.nic.in>.
- The vendor should possess a Class-III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact M/s. NIC, before the schedule time for submission of the bid.

##### • **Contact Persons**

Mr. Raju Das : 9800262930  
 24 x 7 Help Desk Number : 0120-4001002, 0120-4001002.  
 Additional Mobile Nos. : +91 8826246593.  
 E-mail : support-eproc@nic.in

For registration, Submission procedure and method of correspondence etc, please visit our website: <https://coalindiatenders.nic.in> and click on the link 'Help for Contractors'.

**Further details please visit our website:** <https://coalindiatenders.nic.in>

##### **Help for participating in e-tender:**

The detailed method for participating in the e-procurement is available on the website "http://coalindiatenders.nic.in". The bidders have to Log on to official website of

<http://coalindiatenders.nic.in> and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact persons of the service provider to get all clarifications regarding the mode of the e-procurement process.

## 5. Submission of Bid:

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

- a. The offers are to be submitted on line through CIL's e-procurement portal, <https://coalindiatenders.nic.in>, containing 'Techno-Commercial Bid' and 'Price- Bid' (BoQ). Also the bidder have to fill up TPS available online at e-procurement service provider portal.
- b. The 'Techno-Commercial Bid', should contain **(1) Letter of Bid (LOB Docs) (2) Eligibility Docs** (3) **"Commercial Docs.** 'Techno-Commercial Bid' should not contain the price.
- c. **Price Bid:** 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 for individual items separately on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission of bid. 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.
- d. **Letter of Bid (LOB)** - The format of Letter of Bid (LOB) as given at **Annexure-E** will be downloaded by the bidder and will be printed on Bidder's letter head and duly Signed by a person competent and having the **"Power of Attorney"** to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Power of Attorney" are to be uploaded during bid submission. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

**Above documents are to be uploaded in folder named "LOB DOCS" provided in the e-procurement portal.**

### Note:

- i. The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of person signing the LOB as the same person is DSC holder and himself is bidding online on CIL's e-Procurement Portal.
  - ii. 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 by the person signing the LOB in favour of person bidding online is required to be uploaded.
- e. ~~**Pre-Contract Integrity Pact:** The bidders will have to upload a scanned copy of Pre-Contract Integrity Pact dully filled in, signed and stamped on each page of the Pre-Contract Integrity Pact enclosed as Annexure J along with their offer, failing which offer may not be considered. The tenderer should sign and stamp all pages of '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 same person.  
The scanned copy of Pre-Contract Integrity Pact should be uploaded in the Folder named "COMMERCIAL DOCS" provided in the e-procurement portal.~~

f. The tenderer in original printed company letterhead has to submit a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him. (As given in the NIT Annexure -H) The bidder will upload this document in the folder named "ELIGIBILITY DOCS".

g. **Techno- Commercial Parameter Sheet (TPS)**, containing the summarized Techno Commercial Parameters and other terms & conditions in Excel format which will be available on CIL's e-procurement portal. This will be downloaded by the bidder who will furnish all the required information on this Excel file in TPS. The Bidder is required to put values, under the column "BIDDER'S VALUE" in TPS and upload the same during bid submission. The above Excel sheet is available at e-procurement service provider portal. The bidders are required to agree to general terms and conditions given TPS to enable them to participate in the tender. Incomplete template or the templates not submitted as per the instructions given will be rejected.

**h. Price Fall Clause**

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

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

6. Unconditional acceptance of all the Terms and Conditions of the NIT including General Terms & Conditions and other Annexures. (To be agreed in TPS)

7. **Submission of Forged/Tempered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, 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 law. Further, suitable action may be taken for claiming damages from the bidder

8. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.
9. **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.
10. All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by CIL as well as e-procurement portal. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative at Instruction to Bidders for communications through e- mails / SMS alerts if any.
11. **CLARIFICATION OF BID:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The last date for seeking clarification by bidder will be as per TIME SCHEDULE given at Page 1 of NIT and the last date of giving clarification on-line will be up to 02 (Two) days before the end date of submission of bid.
12. After due date of submission of offer, No modification of the bid or any form of communication with CIL or submission of any additional documents, not specifically asked for by CIL, will be allowed and even if submitted, they will not be considered.
13. **LIST OF DOCUMENTS TO BE ATTACHED WITH ONLINE OFFER:** The bidder shall upload the duly filled- in, attested and scanned copies of the following **documents** in PDF form in the Techno-Commercial bid of their online offer:-
  1. Letter of BID (LOB) - As per Annexure-E( " LOB Docs").
  2. Bank Details for Electronic Payment - As per Annexure- G ("Commercial Docs").
  3. ~~Integrity Pact - As per Annexure -J ("Commercial Docs")~~
  4. DSC Declaration Certificate -As per Annexure-H(" Eligibility Docs").
  5. Documents required for Eligibility as per Annexure -A of NIT ("Eligibility Docs").
  6. Documents required in commercial Docs.
  7. Other Documents/Certificates/ Declarations as asked for in various clauses of tender document.

The Bidders have to comply with instructions regarding EMD, TPS and also submit (1) Letter of Bid (LOB Docs) (2) Eligibility Docs" (3) "Commercial Docs and BOQ to complete the bidding process. The Bidder should complete all the process and steps required for bid submission. The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number .i.e. Bid ID. Coal India Ltd will not be responsible for incomplete bid submission by the bidders.

14. Please go through the tender documents carefully and submit your offer accordingly confirming your acceptance of each and every clause mentioned in this tender.

*(Note : It may please be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology ( Amendment) Act 2008 and other relevant acts and subsequent amendments if any )*

15. Check list of Documents to be uploaded in Techno -Commercial bid:

**Important Note:**

**1. The documents which are to be submitted in “Other Documents” packet of Cover-1 (Technical Cover) should be in a single PDF file. If there is no document to submit in “Other Documents” packet, please upload a blank page in that packet.**

**2. Document must NOT BE UPLOADED IN OID (OTHER IMPORTANT DOCUMENTS) SECTION, i.e. documents uploaded from your “MY DOCUMENTS” LIST WILL NOT BE CONSIDERED as the bidder’s document for this tender.**

All applicable Annexure are to be uploaded in the respective file by the tenderer after signing in each page all applicable Annexures are to be uploaded in the respective file by the tenderer after signing in each page along with seal of the company.

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

**16. Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) during online bid submission:**

Digitally signed scanned copy of the following documents tabulated below must be uploaded by all bidders during online submission of the bid.

SL no	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Earnest Money Deposit	-	<b>Not Applicable.</b>
2	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	<u>Any one of the following document:</u>  1. Affidavit or any other document to prove proprietorship/Individual status of the bidder 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
3	Letter of bid	Confirmation in the form of Yes/NO	Letter of bid on bidder’s letter head as per Performa given at <a href="#">Annexure-E</a> of the bid document.
4	Undertaking for commitment, genuineness of the information furnished and authenticity of documents uploaded during bidding process.	Confirmation in the form of Yes/NO.	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format provided in <a href="#">Annexure-I</a>

5	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder as per the format provided in <a href="#">Annexure-H</a>
6	Mandate Form for Electronic Fund Transfer.	-	E- Mandate form duly filled in and signed by Bank official as per Performa of <a href="#">Annexure-G</a> be uploaded under Cover-I
7	Valid Permanent Account Number (PAN)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India In case of JV/Consortium, PAN Card for each Indian partner of JV/Consortium and Verifiable Tax Residency Certificate of respective country for each foreign partner of JV/Consortium itself.
8	CHA License	Confirmation in the form of Yes/NO for possessing the supporting documents	Bidder should have valid CHA License in their own name and must be an Indian Company/Firm. Copy of valid CHA License in the name of bidder is to be uploaded.
9	<p>Goods and Service Tax (<u>Not Applicable for Exempted Goods/Services</u>)</p> <p>The bidder should be either GST Registered Bidder under regular Scheme</p> <p>OR</p> <p>GST Registered Bidder under composition Scheme</p> <p>OR</p> <p>GST unregistered Bidder</p>	Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p><u>Note:</u> If turnover of bidder exceeds exemption limit/threshold, the bidder must have GST registration as per GST Act and rules.</p>



10	Proof of Office in Kolkata	Confirmation in the form of Yes/No for possessing the supporting documents	Copy of either Lease Agreement or Title Deed or Property Tax Receipt or Electricity Bill or Telephone Bill or Trade License issued by KMC has to be uploaded
11	Banned/Delisted/debarred or put on Holiday		The bidder has to Give the undertaking in their letterhead as per <a href="#">Annexure-J</a>
13	Any other document to support the qualification information as submitted by bidder on-line.		

<b>SL no</b>	<b>Scope of work</b>	<b>Annexure 'D'</b>
<b>D-1</b>	Generally, CIL consignments are allowed under GREEN CHANNEL. The Scope of work and responsibility of bidder shall cover the aspect of BE filing work against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Port in India within free time allotted by Customs Dept.	
<b>D-2</b>	On getting necessary details of import from Shipper /CIL, the Contractor (CHA) shall prepare Check list (Draft BE), considering the latest exemption, notification etc. if any as per customs Tariff manual/GST Manual applicable and forward to CIL C&F Division and after obtaining confirmation from C&F Division, file the BE in Customs Portal on behalf of CIL and its subsidiary companies as the case may be and intimate CIL C&F for making payment of Custom duty.	
<b>D-3</b>	In the event of excess duty in lieu of short shipment, if any, the bidder shall associate with CIL, C&F Division to facilitate lodging of claims with the Customs.	

(To be Printed/ filled in the letterhead of the Bidder and upload in scanned form in the folder provided in the e-procurement portal)

To  
Coal India Limited,  
Clearing and Forwarding Division  
Action Area-1A, New Town,  
Kolkata - 700 156,  
India

**Sub: Letter of Bid for Conclusion of Rate contract valid for a period of 01(One) year for appointment as CHA for BE filing against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Ports in India.**

**Ref.: Tender no: CIL/C&F/CHA/RC/e-Tender2023-24/101      Dated: 28.02.2023**

Dear Sir,

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

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

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

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

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

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

Should this bid be accepted, I / we agree to furnish Security Deposit within 15 days of issuance of contract and commence the work immediately on issue of Work Order by C&F, CIL. In case of our failure to abide by the said provision Coal India Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

***(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)***

(To be printed on the letter head of the Bidder and upload in scanned form in the folder the e-procurement portal.)

**FORMAT OF SECURITY DEPOSIT**

Coal India Limited  
Clearing & Forwarding Division,  
Coal Bhavan, Premises No. 04,  
Plot no AF III, Action Area 1A,  
New Town, Rajarhat, Kolkata-700156

Re : Bank Guarantee in respect of Contract dated ..... Between Coal India Limited and ..... (Name of the Contractor) M/S ..... a Company / Firm having its office at ..... (hereinafter called the 'Contractor') has entered into a contract dated ..... with Coal India Limited, a Government of India Company incorporated under the Companies Act, 1956 and having its Registered Office at "COAL BHAVAN", Premises No. 04, Plot no AF III, Action Area 1A, New Town, Rajarhat, Kolkata-700156 (hereinafter called 'The Company') for appointment as CHA for BE filing against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Ports in India, on as and when required basis as specified in the contract against charges i.e total off take amounting to INR.....(Indian Rupees ..... ) on the terms and conditions contained in the said contract.

It has been agreed that 100 Percent bill payment towards charges for appointment as CHA for BE filing against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Ports in India on as and when required basis will be made to the Contractor in terms of the said contract on the contractors furnishing to the company a bank guarantee for the sum of INR..... (Indian Rupees ..... )(03(Three) Percent of Annualized Contract Value) as security for any losses or damage(s) caused to or suffered by or would be caused to suffer by the Company by reason of any failure of the Contractor to perform for appointment as CHA for BE filing against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Ports in India on as and when required basis in violation of the terms of the said contract referred to above.

We, ..... (Name of the bank) a company incorporated under the Companies Act'1956 and a banking company within the meaning of Banking Regulation Act, 1949 and .. having its registered Office at ..... and one of its branches 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 contract regarding any losses or damage(s) caused to or suffered by or would be caused to suffer by the Company of the said sum of INR.....(Indian Rupees .....only) or any of them for appointment as CHA for BE filing against cargo imported by Coal India Ltd and its subsidiaries through Kolkata Port or any other Ports in India or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objections or demur pay to the Company the said sum of INR ..... (Rupees .....only) or such portion as shall then losses or damage(s) to the company 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 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 contract which is likely to be the ..... day of ..... but if the period of contract is extended either pursuant to the provisions in the said contract or by mutual contract 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 INR.....(Indian Rupees ..... Or such lesser amount out of the said sum of INR ....(Rupees ..... ) as may be due to the Company in respect of the said sum of INR .....( Indian Rupees ..... ) are fully satisfied and the company certifies that the contract regarding losses or damage(s)of the said sum of INR.....(Indian Rupees .....). has been fully carried out by the Contractor and discharges the guarantee.

**Tender no: CIL/C&F/CHA/RC/e-Tender/2023-24/101 Dated: 28.02.2023**

~~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 contract which is likely to be the ..... day of ..... but if the period of contract is extended either pursuant to the provisions in the said contract or by mutual contract 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 INR....(Indian Rupees ..... Or such lesser amount out of the said sum of INR ....(Rupees .....) as may be due to the Company in respect of the said sum of INR .....( Indian Rupees .....) are fully satisfied and the company certifies that the contract regarding losses or damage(s)of the said sum of INR.....(Indian Rupees .....) has been fully carried out by the Contractor and discharges the guarantee.~~

~~The Bank further agrees with 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 contract or to the extend the time for performance of the said contract 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 contract 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 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 INR.....(Indian Rupees .....)or such lesser sum as may then be due to the Company out of the said security amount of INR....(Indian Rupees .....) and as the Company may require.~~

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

~~The Bank has under its constitution power to give this guarantee and ..... Who has signed it on behalf to the Bank has authority to do so.~~

\_\_\_\_\_

\_\_\_\_\_

(Name of the Person)

Dated this .....day of ..... 2021

Place .....

\_\_\_\_\_

\_\_\_\_\_

Signature of the authorized person for  
and on behalf of the Bank.

(To be Printed/ filled in the letterhead of the Bidder and upload in scanned form in the folder provided in the e-procurement portal)

**Mandate Form for Electronic Fund Transfer / Internet Banking Payment**

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

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

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

Date:

(\_\_\_\_\_  
Signature of the Customer /  
Vendor / Supplier / Contractor

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

Date:

(\_\_\_\_\_  
Signature of the Authorized  
Officials from the Bank

**(To be printed on the letter head of the Bidder and upload in scanned form in the folder provided in the e-procurement portal.)**

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

This is to declare that ..... who is bidding on line against Tender no .....dated ..... on [www.coalindiatenders.nic.in](http://www.coalindiatenders.nic.in) is himself the Digital Signature Certificate (DSC) Holder or possess the authorization from the bidder to bid on behalf of the bidder a copy of Power of attorney is hereby uploaded and put in the folder named “Commercial Docs” .

Name, Signature & Seal of the person who has signed Letter of Bid and is authorizing the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorized for online bidding

(To be printed on the letter head of the Bidder and upload in scanned form in the folder provided in the e-procurement portal.)

**Format of Undertaking**

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

1. I/We am/are submitting Bid for the work ..... against NIT No. dated and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of ..... (Name of the Company).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/we hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. \*I/We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law.

Or

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

8. \*I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered)

OR

I/We ..... have been banned by the organization named “-----” for a period of ----- year/s, effective from ..... to ..... (in case of JV, name(s) of JV Partner(s)).

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

Name, Signature & Seal of the person who has signed Undertaking

\*Delete whichever is not applicable.



(To be printed on the letter head of the Bidder and upload in scanned form in the folder provided in the e-procurement portal.)

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

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

Date:

Signature of the Bidder  
Seal of the Firm /  
Company

(To be printed on the letter head of the Bidder and upload in scanned form in the folder provided in the e-procurement portal.)

**Self-Certificate for Local Content  
For ‘Class-I Local Supplier’**

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

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

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

Date:

Signature of the Bidder  
Seal of the Firm / Company

===== OR =====

**For ‘Class-II Local Supplier’**

We hereby confirm in respect of quoted item(s) that amount of value added in India [which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties)] as a proportion of the total value is equal to or more than 20 % but less than 50 %.

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

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

Date:

Signature of the Bidder  
Seal of the Firm / Company