

# **Coal India Limited**

(A Maharatna Company)

**Tender No. CIL/C2D/Cart. Expl. & Accs./2021-23/CDD-I/378**

**Dated: 29.07.2021**

Notice Inviting Tender cum e-Reverse Auction

Open e-Tender

Tender Document

For

Conclusion of Running Contracts (RCs) and empanelment as Reserve RC holders for the period upto 31.05.2023 for supply of shortfall quantity of CDD for use in Deg-I mines to all subsidiary companies of CIL and NEC



**Coal India Limited**

**Coal Bhawan**

**Premises No. 4, Action Area 1A,**

**New Town, Rajarhat,**

**Kolkata – 700156**

**INDIA**

**This Tender Document comprises the following Sections:**

<b>1</b>	<b>Section – I</b>	<b>Invitation for Bids (IFB)</b>
<b>2</b>	<b>Section – II</b>	<b>Instructions To Bidders (ITB)</b>
<b>3</b>	<b>Section – III</b>	<b>General Conditions of Contract (GCC)</b>
<b>4</b>	<b>Section – IV</b>	<b>Special Conditions of Contract (SCC)</b>
<b>5</b>	<b>Section – V</b>	<b>Schedule of Requirement (SOR)</b>
<b>6</b>	<b>Section – VI</b>	<b>Technical Section including Specifications</b>
<b>7</b>	<b>Section – VII</b>	<b>Sample Forms including LoB &amp; Annexures</b>

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

# INDEX

<b>Section I – Invitation for Bid (IFB)</b> .....	<b>1</b>
<b>Section II – Instruction to Bidders (ITB)</b> .....	<b>4</b>
1. Requirements for participation in e-tenders.....	5
2. Digital Signature Certificate (DSC) .....	5
3. Help for participating in e-tender .....	5
4. Communication .....	5
5. Cost of Bidding.....	5
6. Eligible Bidders .....	5
7. Procurement from Micro and Small Enterprises (MSEs) .....	8
8. Content of Bid / Tender Document .....	9
9. Clarification of Bid Document .....	10
10. Pre-Bid Conference .....	10
11. Language of Bid .....	10
12. User Portal Agreement .....	11
13. Methodology for online Submission of Bids.....	11
14. Period of Validity of Bids.....	13
15. Bid Securing Declaration.....	13
16. Deadline for Submission of Bids.....	14
17. Late Bids.....	14
18. Modification and Withdrawal of Bids .....	14
19. Purchaser’s Right to Accept or Reject any or all Bids.....	14
20. Registration under GST .....	14
21. Bid Prices.....	14
22. Opening of Bids by Purchaser .....	15
23. Techno-Commercial Evaluation of Tender .....	15
24. Shortfall / Confirmatory Documents .....	16
25. Evaluation of tender and L1 status .....	17
26. Reverse Auction .....	18
27. Computational Errors .....	20
28. Contacting the Purchaser .....	20
29. Distribution of quantity .....	20
30. Reserve RC.....	22

31. Quantity Variation .....	23
32. Supply of extra quantity .....	23
33. Award of Contract .....	23
34. Security Deposit .....	23
35. Code of Integrity for Public Procurement.....	23
36. Banning of Business .....	25
37. Pre-Contract Integrity Pact .....	26
38. Conflict of Interest.....	26
39. Anti-Cartelization .....	27
40. Banned or Delisted or Debarred or ‘Put on Holiday’ Suppliers .....	27
<b>Section III – General Conditions of Contract (GCC).....</b>	<b>28</b>
1. Definitions .....	29
2. Application .....	30
3. Standards .....	30
4. Use of Contract Documents and Information .....	30
5. Patent Rights.....	31
6. Security Deposit .....	31
7. Performance Bank Guarantee .....	32
8. Inspection and Tests .....	33
9. Packing and Marking.....	34
10. Delivery and Documents .....	35
11. Insurance .....	36
12. Transportation.....	37
13. Warranty .....	37
14. Payment .....	38
15. Changes in Order.....	38
16. Contract Amendments .....	39
17. Assignment .....	39
18. Subcontracts.....	39
19. Delays in the Supplier’s Performance .....	39
20. Liquidated Damages .....	39
21. Termination for Default and Breach of Contract.....	40
22. Force Majeure .....	41
23. Termination for Insolvency .....	42
24. Termination for Convenience.....	42
25. Governing Language .....	42
26. Taxes and Duties .....	43

27. Limitation of Liabilities .....	43
28. Settlement of commercial disputes in case of contracts with Public Sector Enterprises / Govt. Departments.....	43
29. Progress Reports .....	43
30. Provisions of CIL’s Purchase Manual .....	44
31. Applicable Law .....	44
32. Jurisdiction of Courts .....	44
33. Notices.....	44
<b>Section IV – Special Conditions of Contract (SCC) .....</b>	<b>45</b>
1. Duration of contract.....	46
2. Security Deposit Bank Guarantee (SDBG) .....	46
3. Performance Bank Guarantee (PBG) .....	47
4. Inspection and Tests .....	47
5. Packing and Marking.....	47
6. Delivery and Documents .....	47
7. Transportation.....	48
8. Warranty .....	48
9. Delivery Schedule.....	48
10. Consignee .....	49
11. Risk Purchase .....	49
12. Payment terms .....	50
13. Price Fall Clause.....	50
14. Paying Authority .....	50
15. RC Prices .....	50
16. Lowest Price Certificate .....	50
<b>Section V – Schedule of Requirements (SOR).....</b>	<b>52</b>
<b>Section VI – Technical Section including Specifications (TSS) .....</b>	<b>54</b>
1. Eligibility to offer .....	55
2. Documents Establishing Bidder’s Eligibility and Qualifications .....	55
3. Technical Specifications .....	56
4. Testing Facilities .....	56
5. Random Test.....	57
6. Sample Quantity for Random Tests.....	58
7. Technical Service .....	58
10. Compliance with Statutory Requirements .....	59
11. Performance & Penalty .....	59

<b>Section VII – Sample Forms including LoB &amp; Annexures</b> .....	<b>60</b>
Annexure 1 – Approved product list of cartridge explosives and accessories in CIL .....	61
Annexure 2 – Product Specifications & Random Test Parameters .....	62
Annexure 3 – Security Deposit Bank Guarantee Proforma .....	63
Annexure 4 – Letter of Bid (LoB) .....	65
Annexure 4B – Format for Authorization to DSC holder bidding online by the person who has signed the LoB .....	68
Annexure 5 – Format for Local Content Certificate .....	69
Annexure 6 – Pre-Contract Integrity Pact .....	70
Annexure 7 – Proforma / Checklist for inspection of various equipment’s / accessories, testing facility, record of testing of Cartridge Explosives & Accessories .....	76
Annexure 8 – Number of Parallel Running Contracts to be concluded against this tender .....	77
Annexure 9 – Format for Bank Details for Electronic Payment .....	78

**Section I - Invitation for Bids (IFB)**

**Invitation for Bids (IFB)**

## **Section I - Invitation for Bids (IFB)**

1. Coal India Limited, a Government of India Undertaking with its registered office at Coal Bhawan, Premises no. 04, Plot no AF-III, Action Area 1A, New Town, Rajarhat, Kolkata -700 156, West Bengal, hereinafter referred to as “the Purchaser”, invites online bids through its e-Procurement Portal <https://coalindiatenders.nic.in> from Indian manufacturers for conclusion of Running Contracts (RC) and empanelment as Reserve RC holders for the period upto 31.05.2023 for supply of CDD for Deg-I mines of all subsidiary companies of CIL and NEC as per requirement listed in Section – V, Schedule of Requirement (SOR).
2. The complete tender document shall be available in the CIL’s e-procurement portal <https://coalindiatenders.nic.in> for downloading and submission of offer. The complete tender document shall also be available on Coal India’s website [www.coalindia.in](http://www.coalindia.in) and Central Public Procurement Portal (<http://eprocure.gov.in>) for downloading only.
3. There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.
4. Details of tender:

1	Tender No.	CIL/C2D/Cart. Expl. & Accs./2021-23/CDD-I/378 dated 29.07.2021
2	Type of Tender	Two Bid System with Reverse Auction
3	Estimated value of Tender	Rs. 14.06 Crores (approx.)
4	Tender Fee	NIL
5	Earnest Money Deposit	NIL
6	Subject of Tender	Conclusion of Running Contracts (RCs) and empanelment as Reserve RC holders for the period upto 31.05.2023 for supply of CDD for Deg-I mines to all subsidiary companies of CIL and NEC.
7	e-Publishing date of Tender	30.07.2021
8	Downloading of Tender Document	
	(i) Starts on	30.07.2021 From 11.00 hours (IST)
	(ii) Closes on	23.08.2021 Upto 16.00 hours (IST)
9	Seeking Clarification	
	(i) Starts on	30.07.2021 From 11.00 hours (IST)
	(ii) Closes on	07.08.2021 Upto 11.00 hours (IST)
10	Pre-Bid Meeting	10.08.2021 At 11.00 hours (IST)



## **Section I - Invitation for Bids (IFB)**

11	Online Submission of Offers	
	(i) Start Date and Time	11.08.2021 From 11.00 hours (IST)
	(ii) Last Date and Time	23.08.2021 Upto 16.00 hours (IST)
12	Due date and time of Opening of Techno-Commercial Bids of Tenders (Cover-I)	24.08.2021 At 11.00 hours (IST)
13	Due date and time of Opening of Price Bids of Tenders (Cover-II)	Will be done at a later date which will be communicated to the Techno-Commercially acceptable bidders through portal only
14	Start of Reverse Auction	Will be initiated normally within two hours after opening of Price-Bids (Cover-II) of Techno-Commercially acceptable bidders.

5. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website frequently till the last date and time of online submission of offers to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
6. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
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 bidders' end.
8. The interested bidders may obtain further information from the office of the Purchaser as per address given below:

General Manager (MM),  
Coal India Limited,  
Coal Bhawan, Premises No. 04,  
Plot No. AF-III, Action Area 1A,  
New Town, Rajarhat,  
Kolkata -700 156, West Bengal.  
Fax: 033-23244115  
Phone: 033-23244127  
Email address: [gmmm.cil@coalindia.in](mailto:gmmm.cil@coalindia.in)

## **Section II – Instruction to Bidders (ITB)**

### **Instruction to Bidders (ITB)**

## **Section II – Instruction to Bidders (ITB)**

### **1. Requirements for participation in e-tenders**

In order to submit the online offer on CIL's e-Procurement portal, the bidders should meet the following requirements:

- a. PC with internet connectivity. It will be the bidder's responsibility to comply with the system requirement, i.e., hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b. Online Enrolment/ Registration with CIL's e-Procurement portal with valid Digital Signature Certificate (DSC). The online enrolment/registration of the bidders on the portal is free of cost and one-time activity only. The registration should be in the name of bidder. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped / registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c. Class II or Class III Digital Signature Certificate (DSC).

### **2. Digital Signature Certificate (DSC)**

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

### **3. Help for participating in e-tender**

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

### **4. Communication**

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

### **5. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and online submission of bid and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **6. Eligible Bidders**

A. In order to be eligible, the bidders have to fulfil all the terms and conditions under various sections of the tender document.

#### **B. Purchase Preference under Make in India Policy**

Under 'Make in India' policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15th June 2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and 04.03.2021) of

## **Section II – Instruction to Bidders (ITB)**

Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry.

- i. The definitions of ‘Class-I Local Supplier’, ‘Class-II Local Supplier’, ‘Non-Local Supplier’ and ‘Local Content’ are as follows:
  - a. ‘Class-I Local Supplier’ means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.
  - b. ‘Class-II Local Supplier’ means a supplier, whose goods and / or services, offered for procurement, has 20% or more local content but less than 50%.
  - c. ‘Non - Local Supplier’ means a supplier, whose goods and / or services, offered for procurement, has local content less than 20%.
  - d. ‘Local Content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

As per the OM dated 04.03.2021, it has been clarified by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry that bidders offering imported products will fall under the category of Non-Local Suppliers. They can’t claim themselves as Class-I Local Suppliers / Class-II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC, etc. as local value addition.

In view of the above, ‘Local Content’ will not include services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC, etc. as local value addition.

- ii. Verification of local content:
  - a. The ‘Class-I local supplier’/ ‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The certificate shall also indicate details of the location(s) at which the local value addition is made and also UDIN Number wherever mandated by respective statutory bodies.

**Note: This certificate, as per format enclosed as Annexure-5, will have to be submitted separately in respect of each of the quoted items and uploaded in “COMMERCIAL DOCS”.**
  - b. Nodal Ministry /CIL may constitute committees with internal and external experts for independent verification of self-declarations / auditor’s / accountant’s certificates on random basis and in the case of complaints.
  - c. Nodal Ministry / CIL may prescribe fees for such complaints.
  - d. False declarations will attract banning of business of the bidder or its successor(s) for a period upto two years in line with Clause-36 of ITB, along with such other actions as may be permissible under law.
- iii. In terms of the above said policy, purchase preference shall be given to ‘Class-I Local Supplier’ over ‘Class-II Local Supplier’. ‘Non-Local Suppliers’ are not eligible to participate in the tender.

**C. Special provisions regarding eligibility of bidders from the countries sharing land border with India (these are as per extant guidelines vide Order (Public Procurement No. 1) no. F/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) no. F/18/2019-PPD dated 23.07.2020 and Order no. F.18/37/2020-PPD dated 08.02.2021**

## **Section II – Instruction to Bidders (ITB)**

**of Department of Expenditure, Ministry of Finance, GoI; (in case of any change prior to 15 days from the tender opening date, the same will be applicable):**

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority i.e. Registration Committee constituted by DPIIT, Ministry of Commerce and Industry, GoI.
- ii. “Bidder” (including the term ‘tender’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of the above Order means:
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such a country; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:
  - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation -
    - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
    - b) “Control” shall include the right to appointment majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one more juridical person, has ownership of or entitlement to more than fifteen percent of property or capital or profits of such association or body of individuals;
  - d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

## **Section II – Instruction to Bidders (ITB)**

- v. An agent is a person employed to do any act for another, or to represent another in dealing with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- vii. The above provisions will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Uploaded lists of countries to which lines of credit have been extended or in which development projects are undertaken, are available on the website of the Ministry of External Affairs.
- viii. Vide OM dated 08.02.2021, it has been clarified by the Government of India that:
  - a. A bidder is permitted to procure raw material, components, sub-assemblies, etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as ‘sub-contracting’.
  - b. However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

**D.** All the bidders are required to submit the following certificate in the LoB:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is attached, if applicable]”

### **7. Procurement from Micro and Small Enterprises (MSEs)**

- (a) Minimum 25% of the item-wise tender quantity will be procured from MSEs in case they are participating in the tender, provided their quoted price is upto 115% of the L-1 eligible bidder and they agree to match the L-1 price.
- (b) Further, out of this 25%, sub-targets of 4% will be procured from MSEs owned by the SC/ST entrepreneurs and 3% from women owned MSEs.
- (c) Classification of Micro and Small Enterprise are as under:
  - i) Micro Enterprise - Enterprise where the Investment in Plant & Machinery or Equipment does not exceed Rupees One Crore and Annual Turnover does not exceed Rupees Five Crores.
  - ii) Small Enterprise - Enterprise where the Investment in Plant & Machinery or Equipment does not exceed Rupees Ten Crores and Annual Turnover does not exceed Rupees Fifty Crores.
- (d) MSEs shall submit a Self-Attested copy of their Udyam Registration Certificate issued by Ministry of MSME. In case of non-availability of Udyam Certificate, Self-Attested copy of any of the following documents issued prior to 30.06.2020 (these documents shall be considered only till 31.12.2021 or the date, as extended by GOI; after which only Udyam Registration Certificate will be considered for MSEs):

Registration certificate (irrespective of the stores for which they are registered) issued by District Industries Centers or Khadi and Village Industries Commission

## **Section II – Instruction to Bidders (ITB)**

or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or Udyog Aadhaar Memorandum issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-Part II) signed by DIC.

It is necessary for MSEs to upload self-attested copy of any of the above documents in the folder “Commercial Docs”, failing which such bidders will not get the benefits as per Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

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

- (e) The MSEs owned by SC/ST are classified as under:
- i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - iii) In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
  - iv) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- (f) In case MSE is an enterprise wholly owned by Scheduled Caste (SC) or Scheduled Tribe (ST), then SC or ST will have to submit a copy of necessary caste certificate issued by State Authority as per Law, duly notarized by Public Notary, in the folder “Commercial Docs”.
- (g) Further, MSEs who are ‘Class-I Local Suppliers’ are only eligible for the above purchase preference.
- (h) All MSEs are to upload ‘Class-I Local Supplier’ or ‘Class-II Local Supplier’ certificate as per Clause-6.B.ii.a in “Commercial Docs” folder.

### **8. Content of Bid / Tender Document**

The Goods required, bidding procedures and Contract terms are prescribed in the Bid / Tender Document. In addition to the Invitation for Bids, the Bid Document includes:

- a. Instructions to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Section including Specifications;
- f. Letter of Bid (LOB);
- g. Security Deposit Bank Guarantee Format;
- h. Format for Pre-Contract Integrity Pact;



## **Section II – Instruction to Bidders (ITB)**

- i. Technical Parameter Sheet (TPS) in Excel Sheet in the e-procurement portal;
- j. Bill of Quantity (BOQ) in Excel Sheet in the e-procurement portal;
- k. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal.

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

### **9. Clarification of Bid Document**

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the last date of submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal, after holding Pre-Bid Conference as described below but 7 (seven) days before the last date for online submission of bid. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall also be put on the website of CIL, e-Procurement Portal and CPP Portal. The clarifications shall be of explanatory nature only without altering the basic tenets of the tender documents.

### **10. Pre-Bid Conference**

A Pre-Bid conference will be held at the office of the Purchaser / online on 10.08.2021 at 11.00 AM. The Bidder's authorized representative who can actively participate and contribute in the conference, is invited to attend the pre-bid conference. Number of persons permitted to attend the Pre-Bid conference shall be limited to a maximum of 2 (Two) persons per bidder. Failure to attend pre-bid conference does not restrict the intending bidders from submitting the bid.

Bidders are requested to send their questions online through CIL's e-procurement portal not later than 15 (fifteen) days prior to the last date of submission of bid. The purpose of the meeting will be to clarify issues and clearing doubts, if any, about the specifications of the items and other terms and conditions mentioned in the tender document.

The issues raised by the prospective bidders during the pre-bid conference will be examined by CIL. The clarifications/ modifications, if any, shall be made and communicated to all the intending bidders and shall also be hosted on CIL's website, e-Procurement Portal and CPP Portal. In case there is a modification in the tender document, corrigendum to tender enquiry shall be issued accordingly and also extending the due date and time, if required, for submission/opening of bids suitably.

Bidders are advised that CIL expects the bidders to comply with the tender specifications/conditions which have been frozen after pre-bid conference, and hence non-conforming bids will be rejected straightaway.

### **11. Language of Bid**

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



## **Section II – Instruction to Bidders (ITB)**

documents should bear the signature and stamp of the authorized signatory of the bidder who has signed the LOB, as a token of authentication of the same.

### **12. User Portal Agreement**

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

### **13. Methodology for online Submission of Bids**

- 13.1 The offers are to be submitted online through CIL's e-procurement portal in two covers - Cover-I containing 'Techno-Commercial Bid' and Cover-II containing 'Price- Bid'.
- 13.2 **Techno-Commercial Bid (Cover-I):** The Cover-I of the offer shall contain bidder's response to the techno-commercial terms and conditions of the tender document, duly filled in the Excel sheets provided in e-procurement portal. It should be noted that the Cover-I should not contain the price. The Cover-I shall contain the following:

- i. Letter of Bid (LOB): The Letter of Bid (LOB) as per the format given at [Annexure-4] will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority" / "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB along with "Authority"/ "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid of the NIT document, then the bid may be liable for rejection.

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

Note:

- a. 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.
  - b. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-4B) by the person signing the LOB in favor of person bidding online is required to be uploaded.
- ii. TPS and Technical Documents:

The "Technical Parameter Sheet" (TPS) containing the summarized Technical Specifications Parameters in Excel format will be available on e-procurement portal. This will be downloaded by the bidder who is required to put values under the column "BIDDER'S VALUE" in TPS.

## **Section II – Instruction to Bidders (ITB)**

The details of documents to be submitted in support of values in the TPS are given in Section-VI ‘Technical Section including Specifications’. Authenticated and Scanned copies of such documents shall be uploaded in folder named as “TECHNICAL DOCS”. Incomplete template or the templates not submitted as per the instructions given will be rejected.

iii. CPS and Commercial Documents:

TPS will also contain a separate sheet named as “Commercial Parameter Sheet” (CPS), which will also be filled-in by the bidder before uploading TPS. All related documents to CPS are to be uploaded by the bidder in “LOB DOCS” and “COMMERCIAL DOCS” folders.

Apart from the above, the following documents are also to be uploaded to “COMMERCIAL DOCS” folder:

- a. Commercial Documents towards bidder’s eligibility and qualifications as per Clause-2, Technical Section including Specifications, Section-VI.
- b. Duly signed and stamped Pre-Contract Integrity Pact as per Clause-37, ITB, Section-II and as per Format given at Annexure-6, Sample Forms, Section-VII.
- c. The bidder has to submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or chartered accountant (in respect of suppliers other than companies) as per Format given at Annexure-5, Sample Forms, Section-VII, indicating the percentage of local content along with details of location(s) at which the local value addition is made.
- d. Lowest Price certificate as per Clause-16 (a), SCC, Section-IV.
- e. Evidence of valid registration by Competent Authority, in case of bidders from countries sharing land border with India, as per Clause-6.C, ITB, Section-II.

13.3 **Price Bid (Cover-II):** The Price-Bid containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on e-procurement portal as BOQ template. This will be downloaded by the bidder who will quote FOR destination prices inclusive of freight, insurance and all other charges but exclusive of CGST & SGST / IGST on this Excel file. If the bidder has opted for composition levy, no tax under GST shall be charged by him. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid of the bidder will have no condition and will consist of prices only. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

13.4 Both the covers – Cover-I ‘Techno-Commercial Bid’ and Cover-II ‘Price-Bid’ are to be uploaded in e-procurement portal before the last date and time for submission of online bid.

13.5 Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with offer as per tender requirements in relevant folders of Cover-I. All documents attached should be Self-attested by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the

## **Section II – Instruction to Bidders (ITB)**

tender document. Bidders are advised to scan the documents in 100 DPI for clarity and easy uploading.

- 13.6 In case the Tenderers submit self-attested copies of registration certificate of NSIC, License from BIS and approval certificate issued by DGMS / PESO / other Independent Statutory Bodies of Govt. of India, along with the tender, such documents shall normally be accepted by the Dealing Officer as authentic documents without going for any further verification with the original document. However, if later on the documents submitted by the tenderer are found to be fake/forged, the entire responsibility shall be of the tenderer and for which the purchaser shall take such punitive and other administrative actions against the tenderer as are considered deemed fit.
- 13.7 The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.
- 13.8 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.
- 13.9 **Submission of Forged/Tampered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statements made in the bid as well as documentary support of such statements submitted with online bid against the tender, CIL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CIL reserves the right to verify such documents with the original, if necessary, at a later stage for which the bidder shall have to submit the original documents to CIL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CIL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CIL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD / Security Deposit / banning of the firm along with all partners of the firm as per provisions of tender document/Purchase Manual of CIL/Provisions of law in force. Further, suitable action may be taken for claiming damages from the bidder.

### **14. Period of Validity of Bids:**

The bids shall remain valid for a period of 120 days from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by the purchaser.

### **15. Bid Securing Declaration**

#### **15.1 Submission of Bid Securing Declaration:**

The bidders are required to accept the Bid Securing Declaration, which is part of the LoB, failing which the offer is liable for rejection.

#### **15.2 ‘Banning of Business’ under BSD:**

As per the ‘Bid Securing Declaration’, the Bidder would attract ‘Banning of Business’ for a period of 2 years, in the following cases:

- i. If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of bid validity offered by the bidder; or
- ii. Refuses to accept/execute the contract which was placed within bid validity period and does not commence supplies.

## **Section II – Instruction to Bidders (ITB)**

### **16. Deadline for Submission of Bids**

- a) Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in Sec-I, IFB.
- b) The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c) In case, 03(three) bids are not received within the stipulated time, the due date of tender shall be extended once by 4 days automatically by the portal. In case no offer is received, tender will be cancelled. The information of cancellation of the tender will be uploaded on the e-procurement portal through corrigendum.

### **17. Late Bids**

No bid will be accepted after the deadline for online submission of bid.

### **18. Modification and Withdrawal of Bids**

- a) Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as they wish, before the deadline of submission of tender.
- b) No bid can be modified after the deadline for submission of bids.
- c) Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.
- d) No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in Banning of Business as per Bid Securing Declaration.

### **19. Purchaser's Right to Accept or Reject any or all Bids**

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

### **20. Registration under GST**

- 20.1 The bidder is liable to be registered under GST and furnish GST registration number in their offer unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.
- 20.2 Composition Scheme: Where the bidder has opted for composition levy under Sec. 10 of CGST, he should declare the fact while bidding.

### **21. Bid Prices**

- 21.1 The bidders are required to quote their lowest prices for the item they are bidding for.
- 21.2 Price quoted shall be on FOR destination basis, inclusive of freight, insurance and all other charges except legally applicable GST.

## **Section II – Instruction to Bidders (ITB)**

21.3 A single FOR destination price shall be quoted for supply to all mines of CIL i.e. FOR-CIL price shall be quoted. In case of award of RC, the successful bidders shall have to supply the item on a single FOR Destination rate to all the Subsidiaries of CIL and NEC.

21.4 Reverse Auction shall be conducted on the quoted FOR destination price.

**21.5 Price variation during Contract period:**

The price of CDD for Deg-I shall be revised on yearly basis based on the price variation formula indicated below:

$$Pr = Po (0.15 + 0.85 \times CIr/CIo)$$

Where

Pr = Revised price as on the date of price revision.

Po = Base price as on base date.

CIr = All India Consumer Price Index (AICPI) for industrial workers [All India (2)] on a date three (3) months prior to the date of price revision.

CIo = All India Consumer Price Index for industrial workers [All India (2)] on a date three (3) months prior to the base date, as available in website [www.rbi.org.in](http://www.rbi.org.in).

The base price shall be the RC price to be finalized against this tender and the base date shall be date of the reverse auction.

All indices shall be measured from the base date.

The first price revision shall take place on the 1st day of a month following completion of 12 months from the reverse auction date. Subsequent revision shall take place exactly after every 12 months.

The price revision shall not have any ceiling.

The revised price/indices of each year shall be the base price/indices for next yearly revision.

RC prices w.e.f. start date of RC till the first revision and also in between subsequent revisions shall remain firm.

21.6 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.

### **22. Opening of Bids by Purchaser**

- a) The Techno-Commercial Bids (Cover-I) will be decrypted on-line and will be opened on the pre-scheduled date and time of tender opening.
- b) Price-Bid (Cover-II) will be opened after evaluation of Cover-I. The Cover-II of only the techno-commercially acceptable bidders (qualified bidders against Cover-I) shall be decrypted and opened on the scheduled date & time for which separate intimation will be given to the techno-commercially acceptable bidders through the e-procurement portal.
- c) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction Platform named "Auction BOQ" will be created. Reverse Auction process will follow as mentioned in Clause 26, ITB.

### **23. Techno-Commercial Evaluation of Tender**

## **Section II – Instruction to Bidders (ITB)**

- a) Based on the response to TPS and CPS templates, the portal will initially evaluate eligible bidders. Subsequently, the bidder's response in TPS and CPS will be scrutinized/ verified and evaluated by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.
- b) Any bid submitted without 'Bid Securing Declaration' will not be considered for further evaluation.
- c) During evaluation of the uploaded documents, shortfall documents, if required, will be sought from the bidders. For this purpose, only 1 (one) chance of 7 x 24 hours duration shall be given to the bidders to upload these clarification / shortfall / confirmatory documents.
- d) Purchaser will determine the techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- e) After techno-commercial evaluation of bids, price bids of the techno-commercially acceptable bidders will be opened. The Techno-commercial bid that is not meeting the NIT requirement will be rejected by the Purchaser.

### **24. Shortfall / Confirmatory Documents**

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 purchaser's portal, asking the bidder to respond by a specified date. If the tenderer does not comply or respond by the specified date, their tender will be liable to be rejected. 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.

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).

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its linkage order(s) /completion / performance certificate, the linkage order(s) / certificate related to that supply order can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall / Confirmatory Documents', after scrutiny of bids, indicating the start date and end date giving only one chance of 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will



## **Section II – Instruction to Bidders (ITB)**

be the bidder's responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid.

The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

- 25. Evaluation of tender and L1 Status:** The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total value (including GST) quoted by the bidder by the amount of GST eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in the manner suggested above.

Where the supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable item causing subsidiary company liable to deposit tax under reverse charge, the GST, as applicable and payable by respective subsidiary under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also, the L1 shall be decided based on cost to company ascertained after deducting the GST amount eligible for input tax credit, if any, from the total value including tax arrived as above.

The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of respective areas of respective subsidiary. The rate and amount of CGST & SGST or IGST related to supply of goods shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

The CGST & SGST or IGST, as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the respective subsidiary could be able to avail Input tax credit of such CGST & SGST or IGST reflected in the invoice.

If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to subsidiary company in its relevant returns under GST, payment of CGST & SGST or IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable GST paid based on such Tax invoice shall be recovered by the respective Subsidiary Company from the current bills or any other dues of the supplier.

In the event of any additional tax liability accruing on the supplier 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 supplier.

In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.

E-way Bill: The e-way bill, if any, required in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill will be arranged by the subsidiary company if the supplier is unregistered one.

## **Section II – Instruction to Bidders (ITB)**

Where a tax invoice has been issued for supply of explosives / accessories and the taxable value or tax charged in that tax invoice is found to exceed the taxable value or tax payable in respect of such supply due to Price revision, the registered person, who has supplied explosives/accessories, shall issue to the recipient a credit note containing such particulars as may be prescribed.

Where a tax invoice has been issued for supply of explosives/accessories and the taxable value or tax charged in that tax invoice is found to be less the taxable value or tax payable in respect of such supply due to Price revision, the registered person, who has supplied explosives, shall issue to the recipient a debit note containing such particulars as may be prescribed.

GST shall also be levied on penalties, if applicable.

### **26. Reverse Auction**

Reverse Auction process shall be as under:

- (a) Upon opening of the price bids of only techno-commercially acceptable bidders, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform will be created.
- (b) Reverse Auction will be initiated normally within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.
- (c) The multi auction template will display only the item-wise L-1 price received, decrement value, starting time and end time. The number and name of bidders participating in the Reverse Auction shall not be made visible to other bidders.
- (d) The L-1 FOR Destination Price of the item will be its Start Bid Price.
- (e) There will be no participation fees for e-Reverse auction.
- (f) During the reverse auction process, bidders shall not be allowed to bid equal to or higher than the lowest bid received till that time from any bidder.
- (g) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
  - i) For decrement values up to Rs. 10/-, rounding off will be made to nearest rupee;
  - ii) For decrement values from Rs. 11/- to Rs. 100/-, rounding off will be made to nearest 10;
  - iii) For decrement value from Rs. 101/- to Rs. 1,000/-, rounding off will be made to nearest 100;
  - iv) For decrement value from Rs. 1,001/- to Rs. 10,000/-, rounding off will be made to nearest 1,000;
  - v) For decrement value from Rs. 10,001/- to Rs. 1,00,000/-, rounding off will be made to nearest 10,000;
  - vi) For decrement value from Rs. 1,00,001/- to Rs. 10,00,000/-, rounding off will be made to nearest 1,00,000 and so on...
- (h) The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower.

This shall be worked out as under:

$$DV1 = (DV + 2/100 \times L1)$$

Where,

DV = Decrement Value (fixed) as indicated in NIT



## **Section II – Instruction to Bidders (ITB)**

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

L1 = Start Bid Price or Current Lowest Price as displayed during reverse auction

*If the start bid price is Rs. 21000 and decrement value is Rs. 100, the maximum seal percentage will be 2% of 21000 i.e. Rs. 420 and upper range of reduction shall be Rs. 520 (100+420). However, as reduction has to be in multiples of decrement value, maximum reduction that can be offered by the bidder will be Rs. 500 only and hence, first reduced bid in reverse auction cannot be below Rs. 20500.*

*In the above scenario, the seal percentage for 2<sup>nd</sup> bid will be 2% of 20500 i.e. Rs. 410 and the upper range of reduction shall be Rs. 510 (100+410). Thus, maximum reduction that can be offered will again be Rs. 500 only in multiples of Rs. 100 (decrement value).*

- (i) Initial period of reverse auction will be two hours. There will be auto extension of time every time by 30 minutes in case of any reduction recorded in the last 30 minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 30 minutes slot.
- (j) System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall.
- (k) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- (l) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid (BOQ) shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- (m) Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be the same as the tender process without reverse auction.
- (n) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering into a running contract for supply of Cartridge Explosives and accessories.
- (o) Server time shall be basis of start time and closing time for bidding and shall be binding for all.
- (p) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published in the portal. All bidders shall have the facility to see and get a print of the same for their record.
- (q) If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, LPP, etc., the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- (r) In case of disruption of service at the service providers' end while the reverse auction process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP will start over again. In such situation, the last recorded lowest price of prematurely ended RAP will be the 'Start Bid Price' for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

## **Section II – Instruction to Bidders (ITB)**

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

### **27. Computational Errors**

Computational errors will be rectified on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail.

Such types of discrepancies in the offer shall be conveyed to the bidder asking it to respond by a target date and if the bidder does not agree to Purchaser's observation, the offer is liable to be rejected and EMD will be forfeited.

### **28. Contacting the Purchaser**

1. Subject to ITB Clause-24, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
2. Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

### **29. Distribution of quantity**

29.1 If L1 bidder is not 'Class-I Local Supplier'-MSE, then a 'Class-I Local Supplier'-MSE participating in the tender, which is not L1 bidder but is quoting within price band of L1+15%, shall be allowed to supply 25% of the item-wise total tendered quantity, subject to matching L1 price. In case of more than one such 'Class-I Local Supplier'-MSEs, the 25% supply shall be shared proportionately.

If 'Class-I Local Supplier'-MSE is L1 bidder, then they will be eligible for quantity as per 100% distribution clause of the NIT. If 'Class-I Local Supplier'-MSE who is L1 bidder has quoted for less than 25% of tendered quantity for that item, the 'Class-I Local Supplier' MSEs who are in L1+15% price band shall be eligible for supply of the remaining quantity of the 25% tendered quantity, subject to matching L1 price.

In case the above mentioned distribution results in 'Class-I Local Supplier' MSEs being awarded quantity less than what they would have obtained as per 100% distribution clause, then 100% distribution clause as defined by clauses-29.4 to 29.14 below shall prevail.

If the 'Class-I Local Supplier' MSEs do not match the price of L1, they are not eligible for issue of RC.

29.2 In case no bidder is awarded purchase preference as per above clause, then any 'Class-I Local Supplier' participating in the tender who is not L1 bidder and is quoting price within price band of L1+20% shall be allowed to supply 50% of the item-wise total tendered quantity, subject to the bidder matching their quoted price to L1 price in a situation where L1 price is from a 'Class-II Local Supplier. In case of more than one such 'Class-I Local Supplier, the supply shall be shared proportionately.

## **Section II – Instruction to Bidders (ITB)**

If 'Class-I Local Supplier' is L1 bidder and no purchase preference has been given to 'Class-I Local Supplier'-MSE, then the 'Class-I Local Supplier' who is the L1 bidder shall be eligible for quantity as per 100% distribution clause of the NIT. If as per 100% distribution clause, 'Class-I Local Supplier' who is L1 bidder is eligible for less than 50% of tendered quantity for that item, the 'Class-I Local Suppliers' who are in L1+20% price band shall be eligible for supply of the remaining quantity of the 50% tendered quantity, subject to matching L1 price.

If 25% order quantity has already been distributed among 'Class-I Local Supplier' MSEs as defined at clause-29.1 above, purchase preference to other 'Class-I Local Suppliers' (whether MSE or not) who are quoting in the L1+20% price band and willing to match their quoted price to L1 price, shall be for only 25% of the tendered quantity for that item.

In case 50% quantity is distributed among 'Class-I Local Suppliers' (including MSEs), then the distribution policy described below shall be applicable only for 50% of tender quantity. However, 'Class-I Local Suppliers' (including MSEs), who have already been awarded 50% of the tender quantity will not be eligible for general distribution.

In case the above mentioned distribution results in 'Class-I Local Suppliers' being awarded quantity less than what they would have obtained as per 100% distribution clause, then 100% distribution clause as defined by clauses-29.4 to 29.14 below shall prevail.

- 29.3 If any quantity has been allotted to 'Class-I Local Supplier' (MSE or not) based on Purchase Preference, then the remaining quantity shall be treated as 100% and distributed between of [N-x] suppliers as per distribution defined under below clauses-29.4 to 29.14. Here, 'N' is the number of parallel running contracts to be concluded against each item as provided in Annexure-8 and x is the number of suppliers already eligible for purchase preference as per Clauses-29.1 and 29.2 above. In case N-x is less than '1', then the remaining quantity shall be distributed only on one supplier.
- 29.4 The tender quantity shall be distributed normally amongst 2/3/4/5 bidders i.e., L-1, L-2, L-3, L-4 and L-5 bidders, at L-1 price (which will be counter-offered to the L-2 to L-5. bidders) in the following manner, (L1 means the lowest bidder and L2 means the next higher bidder and so on)
- 29.5 In all the cases the L2, L3, L4 and L5 bidders shall have to match the L1 price to be eligible for distribution. It shall be obligatory on the part of the L2, L3.... bidders of LD explosives to match individual rates of column and booster quoted by the composite L1 bidder to be eligible for distribution.
- 29.6 If any of L2, L3, L4 and L5 etc. bidders do not accept L-1 price, then next higher bidders shall be given the opportunity to match the L-1 price. In such cases the L6 bidder, if agrees to match with L1 price, shall be treated as the logical L2 bidder and the L7 bidder if agrees to match with L1 price, shall be treated as the logical L3 bidder and so on till the all the logical L2, L3, L4 and L5 bidders, who agree to accept L1 price are reached .For example, if L2 does not agree to match L1 Price and L3 agrees to do so, the L3 shall be treated as logical L2 and so on.

## **Section II – Instruction to Bidders (ITB)**

- 29.7 In case the sum of offered qty. of L1, L2, L3, L4 and L5 bidders is equal to the tender quantity, the distribution shall be made as per their offer qty.
- 29.8 In case the sum of offer qty. of L1, L2, L3, L4 and L5 bidders is less than the tender quantity, the full offered qty. of L1, L2, L3, L4 and L5 will be booked first in that sequence and the balance requirement shall be offered to L6, L7 bidders and so on at L-1 price till the full requirement is met.
- 29.9 In case the sum of offer qty. of L1, L2, L3, L4 and L5 bidders is more than the tender quantity, the ratio of distribution amongst L1, L2, L3, L4 and L5 bidders shall be 35:25:20:10:10 (limited to their offer qty.) respectively.
- 29.10 If the total combined offered quantity is more than the tendered quantity, CIL shall restrict the distribution up to L-2/L-3/L-4/ L-5, as the case may be (or logical L-3/L4/L-5) tenderers. The distributed quantity shall however be limited to the offered quantity of the various bidders (L-1, L-2, L-3, L-4 and L-5 bidders) and the total quantity in excess of the designated share of any one/more bidders over their offer quantity will be distributed in a fair and equitable manner within the group of eligible bidders (L1 to L5).
- 29.11 In case only four prices i.e. L1, L2, L3, L4 are obtained due to absence of L5 bidder OR L5 or higher bidder's unwillingness to match the L1 price, the RC qty. shall be distributed amongst L1, L2, L3 & L4 bidders only in the ratio of 40:30:20:10 limited to their offer qty.
- 29.12 In case only three prices i.e. L1, L2, L3 are obtained due to absence of L4 bidder OR L4, L5 or higher bidder's unwillingness to match the L1 price, the RC qty. shall be distributed amongst L1, L2, & L3 bidders only in the ratio of 50:30:20 limited to their offer qty.
- 29.13 In case only two prices i.e. L1 & L2 are obtained due to absence of a L3 or L4 bidder OR L3 or higher bidder's unwillingness to match the L1 price, the RC qty. shall be distributed amongst L1 and L2 bidders only in the ratio of 60:40 limited to their offer qty.
- 29.14 The above distribution pattern shall be applicable for all items, considering CIL as a whole as per the proposed number of parallel RCs for individual items indicated at Annexure-8.

### **30. Reserve RC**

- 30.1 Apart from conclusion of RCs with the tenderers found eligible as per terms and condition listed in the NIT, all other firms, who are techno-commercially acceptable and accept the counteroffered L-1 rate for the item would be empaneled as "Reserve RC holder" for supply of cartridge explosives and accessories during the contract period by entering into a suitable contract with them. They would be contractually bound to supply explosives and accessories with the same price and terms and conditions as awarded to successful tenderers at any point of time during the contract period. However, they shall be given 15 days' time to commence supplies from the date of issue of first allocation by the Subsidiaries.
- 30.2 Accordingly, all the techno-commercially acceptable bidders will be given an opportunity to match the acceptable L1 prices against each item and if they agree, such bidders will be empaneled as Reserve RC holders as above. In case of failure of any of the regular RC holders to supply the materials within the stipulated delivery period, L4/L5/L6 bidder empaneled as "Reserve RC holder" will be given an opportunity in the first instance to supply the undelivered quantity at the RC price & terms and conditions. If L4/L5/L6 bidder

## **Section II – Instruction to Bidders (ITB)**

fails to supply, as the case may be, opportunity will be given to L5/L6/L7 bidder, empaneled as “Reserve RC holder” and so on.

**31. Quantity variation:** CIL / subsidiaries reserve the right to increase/decrease the ordered/allocated quantity to the extent of (+/-) **40% (Forty percent)** of the RC quantity keeping in view the actual need of the subsidiary companies. In exigencies, the quantity may be increased even beyond **40% (Forty percent)**, limited to the PESO License capacity, with the specific approval from CIL. Bidders shall be required to accept the order for such higher/lower quantity at the same terms, conditions and price during the validity of the running contracts.

### **32. Supply of extra quantity**

- 32.1 In case of failure of a particular RC holder to supply the cartridge explosives or accessories, the unsupplied/ balance order quantity may be cancelled/reduced from the contract of the defaulting supplier after giving due notice to him and the cancelled order quantity of the defaulting supplier shall be re-distributed amongst other suppliers, including Reserve RC holders, as the case may be, within that subsidiary co. Supply of extra quantity have to be preferably on ex-stock basis.
- 32.2 The opportunity to supply extra quantity on ex-stock basis shall be given first to existing RC holders and if the requirement is not met, then to Reserve RC holders. The distribution of extra quantity amongst the RC holders/ Reserve RC holders may be done preferably in an equitable manner but supplies not being delayed on this ground. Subsidiaries shall have the liberty to obtain extra supplies first from any/all of the RC holders and then from any/all the Reserve RC holders.
- 32.3 In case requirement of a subsidiary company exceeds the 40% of RC quantity and Regular RC holders are not willing to supply extra quantity, subsidiary company may allocate additional quantity on Reserve RC holder.

### **33. Award of Contract**

The Purchaser shall award ‘Running Contract’ / ‘Reserve Running Contract’ on the successful bidders as per the provisions of the NIT. The ‘Running Contract’ / ‘Reserve Running Contract’ shall be legally binding on the bidder.

### **34. Security Deposit**

As per provisions of Clause – 6 of Section-III GCC and Clause – 2 of Section IV SCC.

### **35. Code of Integrity for Public Procurement:**

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:

1. "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;
2. "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;



## **Section II – Instruction to Bidders (ITB)**

3. "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;
4. "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;
5. "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
6. "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 in LoB 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.

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

1. If his bids are under consideration in any procurement
  - i. Forfeiture or encashment of bid security;
  - ii. Calling off of any pre-contract negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.
2. If a contract has already been awarded
  - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
  - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
  - iii. Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate. The due

## **Section II – Instruction to Bidders (ITB)**

amount may be recovered from the bills of the supplier against any existing/future contract(s) with CIL and/or any of its subsidiaries.

3. Provisions in addition to above:
  - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
  - ii. In case of anti-competitive practices, information for further processing may be filed under the signature of a General Manager level officer, with the Competition Commission of India; and
  - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

### **36. Banning of Business**

The banning of business shall also be considered in the following cases, in addition to transgression of Bid Securing Declaration:

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

## **Section II – Instruction to Bidders (ITB)**

- (xii) Canvassing and lobbying to get undue favor from the Company.
- (xiii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
- (xiv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.

The period of banning shall be decided based on the gravity of the offence and the quantum of loss suffered by CIL or the Subsidiary Companies. In case of banning under sub-clauses (i), (ii) & (iii) above, the banning period shall not be exceeding three years. In case banning under other sub-clauses, banning period shall not exceed two years.

- 37. Pre-Contract Integrity Pact:** The bidders will have to upload along with their offer, duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as Annexure-6, failing which offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact with the name and designation of the signatory and witnesses at the last page of the Integrity Pact.

The LOB and Pre-Contract Integrity pact should be signed by the same person.

In terms of the Integrity Pact, the Independent External Monitors (IEMs) nominated for this tender are as follows:

Sl.	Name of IEM	Address	e-Mail ID	Mobile No.
1	Shri Sudhir Kumar	B-128, Triveni SFS, Sheikh Sarai – 1, Delhi - 110017	<a href="mailto:stomar2@gmail.com">stomar2@gmail.com</a>	9871054454
2	Shri Anil Kaushal	A-1/245, GF, Janakpur, New Delhi - 110058	<a href="mailto:kaushal.anil17@gmail.com">kaushal.anil17@gmail.com</a>	8800028118 / 9868128118

In case of any grievance, bidders may approach Independent External Monitors (IEMs).

- 38. Conflict of Interest:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for a particular item, if:
- a. they have controlling partner (s) in common; or
  - b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - c. they have the same legal representative/agent for purposes of this bid; or
  - d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
  - e. bidder participates in more than one Bid in the bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved.
  - f. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.



## **Section II – Instruction to Bidders (ITB)**

Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

- 39. Anti-Cartelization:** The IP address logged in the e-Procurement Portal during submission of each Bid or during Reverse Auction by the participating Bidders shall be reflected in the 'Bid Acknowledgement' and 'Auction Hall Summary' respectively. In case two or more bidders are found to bid from the same IP address, it shall be treated as circumstantial evidence for cartelization or collusion in bidding.

Based on the above circumstantial evidence or on any material, the matter of cartelization / collusive bidding or otherwise would be finalized as per recommendations of IEM(s) nominated for this tender.

In case of cartelization or apparent cartel formation, CIL reserves the right to:

- (i) ban or suspend business with the suspect bidders and cancel their bids without assigning any reason thereof and
- (ii) place order on one or more firms with exclusion of the rest without assigning any reason thereof.

**40. Banned or Delisted or Debarred or 'Put on Holiday' Suppliers:**

The bidders will have to give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive. The declaration format is built in the Letter of Bid (LOB) which shall be filled in by the bidder suitably.

- 41.** CIL reserves the right to issue Running Contract only for the quantities actually required by the subsidiary companies, even if lower than tender quantity.
- 42.** CIL shall not be obliged to accept the lowest tender and reserve the right to accept or reject the whole or any portion of any tender and/or divide the work among successful bidders without assigning any reason whatsoever and may even procure outside this tender, if such situation warrants.
- 43.** Bidders shall offer quantity and price for the tendered item only in terms of the unit as indicated in tender. Offers made with wrong units shall not be considered for those items for which wrong units have been quoted.
- 44.** Information/documents are to be furnished serial wise of the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention - Not Applicable.

**Section III – General Conditions of Contract (GCC)**

**General Conditions of Contract (GCC)**

## **Section III – General Conditions of Contract (GCC)**

### **1. Definitions**

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

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

## **Section III – General Conditions of Contract (GCC)**

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

### **2. Application**

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

### **3. Standards**

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

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

- 4.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any

## **Section III – General Conditions of Contract (GCC)**

such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

### **5. Patent Rights**

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

### **6. Security Deposit**

- 6.1** The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 6.2** The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- 6.3** The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 6.4** In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- 6.5** The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6** If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.

## **Section III – General Conditions of Contract (GCC)**

- 6.7 In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- 6.8 Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- 6.9 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- 6.10 All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- 6.11 Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
- 6.12 The SDBG will be submitted Through Structured Financial Management System (SFMS).

### **7. Performance Bank Guarantee**

- 7.1 Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 7.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 7.3 The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 7.4 If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.
- 7.5 The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 7.6 The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).

## **Section III – General Conditions of Contract (GCC)**

- 7.7 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.
- 7.8 In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.
- 7.9 The PBG will be submitted through Structured Financial Management System (SFMS).

### **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.



## **Section III – General Conditions of Contract (GCC)**

- 8.3** Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4** Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- 8.5** The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6** Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

### **9. Packing and Marking**

- 9.1** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2** All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.



## **Section III – General Conditions of Contract (GCC)**

- 9.3** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like ‘Fragile’ ‘Handle with care’.
- 9.4** The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.
- 9.5** Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:
- i. Project;
  - ii. Contract No;
  - iii. Country of origin of Goods;
  - iv. Supplier’s name;
  - v. Packing list Reference Number;
  - vi. The gross weight, net weight and cubic measurement;
  - vii. Consignee Name and Address;
- 9.6** A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

### **10. Delivery and Documents**

- 10.1** The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.
- 10.2** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.
- 10.3** For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CFR”, “CIF”, “CIP” and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of Incoterms on the date of tender opening, published by the International Chamber of Commerce, Paris.
- 10.4** The details of shipping documents to be furnished by the Supplier are specified below:
- (a) For Imported Goods:**
- Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by fax and email, full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:
- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;

## **Section III – General Conditions of Contract (GCC)**

- ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii. Packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty /guarantee certificate;
- v. Manufacturer's Test & Inspection certificate;
- vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
- vii. Documentary evidence of marine freight & marine insurance.

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

### **(b) For Domestic Goods from within India:**

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

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

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

## **11. Insurance**

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

## **Section III – General Conditions of Contract (GCC)**

for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

- 11.5 Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance”.

### **12. Transportation**

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

### **13. Warranty**

- 13.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser’s country.
- 13.2 This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of materials at consignee’s end or twelve (12) months from the date of its use / fitment / commissioning, whichever is earlier.
- 13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.
- 13.4 If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's

## **Section III – General Conditions of Contract (GCC)**

risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

- 13.5 For the goods whose life is less than twelve (12) months, the warranty period will depend on the nature of the item under procurement and shall accordingly be specified in SCC.

### **14. Payment**

- 14.1 Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in Chapter-22.

#### **14.2 Payment for Indian Agency Commission**

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

- (A) Copy of foreign principal's invoice.
  - (B) Copy of bill of lading.
  - (C) Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
  - (D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept. of the subsidiary company, where the equipment has been deployed.
- 14.3 In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL / Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

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

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

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

## **Section III – General Conditions of Contract (GCC)**

### **16. Contract Amendments**

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

### **17. Assignment**

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

### **18. Subcontracts**

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

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

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

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

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

### **20. Liquidated Damages**

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

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or

## **Section III – General Conditions of Contract (GCC)**

- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
  - (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
  - (e) To forfeit the security deposit fully or in part.
  - (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. If this sum is not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser the remaining balance on demand. The supplier shall not be entitled to any gain on any such purchase.
- 20.2 For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

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

- 21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
  - (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
  - (c) If the Supplier, in the judgment of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

### **21.2 Code of Integrity for Public Procurement (CIPP):**

The supplier shall observe the highest standard of ethics while competing for and during execution of contracts.

The following practices would amount to violation of CIPP:

- i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- iii. "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;



## **Section III – General Conditions of Contract (GCC)**

- 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.

### **22. Force Majeure**

- 22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.
- 22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.
- 22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.



## **Section III – General Conditions of Contract (GCC)**

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

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

### **23. Termination for Insolvency**

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

### **24. Termination for Convenience**

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

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

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

### **25. Governing Language**

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

## **Section III – General Conditions of Contract (GCC)**

### **26. Taxes and Duties**

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

### **27. Limitation of Liabilities**

Except in cases of criminal negligence or willful misconduct;

- 27.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/ or from any other remote cause whatsoever.
- 27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the goods and services supplied hereunder which caused such losses, claims, damages, costs or expenses.
- 27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

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

- 28.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.
- 28.2 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the contract:
- “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.”*

### **29. Progress Reports**

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

## **Section III – General Conditions of Contract (GCC)**

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

### **30. Provisions of CIL's Purchase Manual**

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

### **31. Applicable Law**

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

### **32. Jurisdiction of Courts**

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

### **33. Notices**

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

#### **Purchaser:**

General Manager (MM),  
Coal India Limited or Subsidiary company,

[-----Address-----

-----India

Fax No.:+91 -----

Phone: +91 -----]

#### **Supplier:**

[-----

Fax No.:+91 -----

Phone: +91 -----]

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

**Section IV – Special Conditions of Contract (SCC)**

**Special Conditions of Contract (SCC)**

## **Section IV – Special Conditions of Contract (SCC)**

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

### **1. Duration of contract**

- 1.1 The contract shall be valid upto 31.05.2023, with effect from date of issue of Running Contract. However, CIL reserves the right to shorten/extend the duration of the contract while concluding the contract.
- 1.2 CIL reserves the right to extend the duration of the concluded Running Contract, if required, with the consent of RC holder at same terms & conditions. CIL also reserve the right to rescind/ short close the contract in case of breach of terms and conditions of the contract by the bidder.

### **2. Security Deposit Bank Guarantee (SDBG) [Section III – GCC: Clause – 6 is modified as follows]**

- 2.1 RC holders shall be required to deposit Bank Guarantee for 3% of the average value of both the years of contract, which shall be valid for 27 months from the date of issue of RC in the prescribed format (Annexure-3).

The average value of contract shall be arrived as follows:

$$\{(1^{\text{st}} \text{ year quantity} + 2^{\text{nd}} \text{ year quantity}) \times \text{RC price on the date of issue of RC}\} / 2$$

- RC holders may submit either a single SDBG covering all subsidiaries of CIL and NEC or submit SDBGs for different Subsidiaries and NEC based on NEC/subsidiary-wise allocated value. The average value of both the years of contract will be as worked out and indicated in the RCs. All the SDBGs, if submitted NEC/subsidiary-wise, are to be submitted simultaneously.
- 2.2 15 days' time from the date of conclusion of RC shall be given to the successful bidder to furnish the security deposit.
  - 2.3 In case the successful bidder does not deposit the security money within stipulated time, payment of their bills shall be released after deduction of 3% of the bill amount till the RC holder submits the Security Deposit Bank Guarantee (SDBG) and the same is accepted by CIL/ subsidiaries. The deducted amount will be held by the respective Subsidiary as 'Security Deposit' and will not be used for adjustment against any other recovery / claim amount. This 3% 'Security Deposit' amount will be released / recovered from, only after specific instruction from the RC issuing authority.
  - 2.4 The Security Deposit Bank Guarantee (SDBG) submitted by the RC Holder shall be released within 30 days of receipt of "No Claim Certificate" from all the subsidiary companies, if a single SDBG had been submitted. However, if subsidiary-wise SDBGs are submitted, then each SDBG shall be released within 30 days of receipt of "No Claim Certificate" from that subsidiary company. For contractual failure, the security money shall be forfeited.
  - 2.5 All State/Central Govt. Organizations/PSUs are exempted from submission of Security Deposit.
  - 2.6 Security deposit will not fetch any interest.

## **Section IV – Special Conditions of Contract (SCC)**

- 2.7 The Security Deposit if submitted in the form of Bank Guarantee shall be issued by a scheduled Bank in paper form (stamp paper) as well as issued under “Structured Financial Messaging System”. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary bank for issue of BG through SFMS platform is furnished below:

**Name of the Bank: - ICICI Bank**

**Branch: - Rasoi Court**

**IFSC: - ICIC0000006**

**A/c No: - 000651000038**

**Customer ID: 066312**

- Original copy of bank guarantee shall be sent by the issuing bank to MM Department, CIL
- 2.8 The SDBG shall be irrevocable and unconditional and CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and CIL pending before the court, tribunal, arbitrator or any other authority.

**3. Performance Bank Guarantee (PBG) [Section III – GCC: Clause-7]**

Section III – GCC: Clause-7 is deleted.

**4. Inspections and Tests [Section III – GCC: Clause-8 is modified as follows]**

As per Section VI – Technical Section including Specifications: Clause-5 ‘Random Test’ and Annexure-2.

**5. Packing and Marking [Section III – GCC: Clause-9 is modified as follows]**

The Supplier shall provide such packing and marking of the Goods as is required by applicable Explosive Rules, Acts and PESO Guidelines.

**6. Delivery and Documents [Section III – GCC: Clause-10 is modified as follows]**

- 6.1** The materials should be supplied duly secured & packed.
- 6.2** Each invoice should quote reference to the RC number and date and of subsequent amendments, if any, for change in prices, extension of delivery dates etc.
- 6.3** Invoice relating to the RC should not include supplies made against any other supply order or orders.
- 6.4** Supply of explosive accessories against the RC shall be accompanied by self-attested copy of valid PESO license and valid DGMS certificate, wherever applicable.
- 6.5** The following certificate, whichever is applicable, should invariably be given on each invoice:
- a) In case of delivery by Coal India Ltd.’s vans:  
“Certified that the materials mentioned in this bill have been dispatched by Road in Van number and on date as mentioned above to the consignee. The materials have been acknowledged by the consignee/his representative and the acknowledgement memo dated as above is attached. Other claims are as per your purchase order and schedule to the same.”
- b) In case of delivery by suppliers’ vans:  
“Certified that the materials mentioned in this bill have been dispatched by Road in Van number and on date as mentioned above to the consignee. The materials having been acknowledged, memo dated, as above, is attached. Other claims are as per your purchase order and schedule to the same.”

## **Section IV – Special Conditions of Contract (SCC)**

The Vouchers and acknowledgement memos mentioned in the certificate should invariably be attached with each invoice.

### **7. Transportation [Section III – GCC: Clause-12 is modified as follows]**

The Supplier shall provide transportation of the Goods in PESO approved Explosive vans.

### **8. Warranty**

Section III – GCC: Clause-13 is deleted.

### **9. Delivery Schedule**

**9.1** Year wise and subsidiary wise RC quantity shall be indicated in the RC itself. Monthly allocation shall be issued by subsidiary companies every month. The supplier is liable to supply any quantity to any subsidiary of CIL & NEC as per allocation made by subsidiary companies & NEC, according to delivery period specified by the subsidiary companies.

**9.2** The bidder shall have to supply on FOR destination basis to any place in any of the subsidiaries of Coal India Limited and NEC.

**9.3** The monthly allocation should normally be issued by the consignee latest by the last week of preceding month. The supply should be completed within the allocated month and schedule of RE-11, to be specified by the consignee, failing which liquidated damages shall be applicable as stipulated in the RC.

**9.4** It would be mandatory for the RC holder to maintain 90% delivery performance to be evaluated on half yearly basis at each of the consignee subsidiary company. The quarterly delivery performance shall be evaluated by each consignee subsidiary company separately on the basis of RE-11 issued and actual quantity supplied against the same, duly signed by the RC holders and shall be intimated to CIL.

In case the requirement changes after issuance of RE-11, the delivery performance shall be evaluated on the basis of actual quantity supplied against the revised requirement, if any, intimated to supplier. However, there should be documentary proof (letter, fax, email, SMS, etc.) of Unit Manager or Licensee to authenticate the same.

**9.5** In case the half yearly delivery performance falls below 90% at any of the subsidiary company, as per report, duly signed by representative of subsidiary company and RC holder, for every percentage reduction / drop (rounded off to nearest two decimal points) in delivery performance from 90%, equal percentage of the non-supply value (without GST) of that item in that half year shall be deducted from the bills of the supplier by the concerned subsidiary company. This will be applicable for shortfall in delivery performance from 90% upto 60%. Thus, there will be maximum 30% penalty on the non-supply value towards non-achievement of delivery performance.

**9.6** In case the half yearly delivery performance falls below 60%, maximum monetary penalty of 30% of non-supply value will be imposed apart from reserving CIL's right to rescind/short close the RC for the subsequent period in the relevant subsidiary where the shortfall occurs, and the balance RC quantity thereof may be purchased from any of the existing RC holders or empaneled "Reserve RC holders".

Calculation of monetary penalty in terms of clauses 9.5 and 9.6 above, for different situations is illustrated below;



## **Section IV – Special Conditions of Contract (SCC)**

Sit uati on	Half Yearly Qty. of final/ adjusted RE-11*	Actual supplied Qty. as per RE-12	% of Actual Supply	% deduction for below 90% Del. Perf. (Limited to 30%)	Non-Supply Qty. (B-C)	Non-Supply Value (Rs.)	Value of Penalty (Rs.) (ExG/100)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	3000 KN	2486 KN	82.87%	7.13 %	514 KN	45,18,060	3,22,138
2	3000 KN	2340 KN	78.00%	12.00 %	660 KN	58,01,400	6,96,168
3	3000 KN	1500 KN	50.00%	30.00 %	1500 KN	1,31,85,000	39,55,500
4	3000 KN	0 KN	0.00%	30.00 %	3000 KN	2,63,70,000	79,11,000

\*In case the requirement changes after issuance of RE-11, the delivery performance shall be evaluated on the basis of actual quantity supplied against the revised requirement as per Clause 5.4 above

- Value in column ‘G’ has been worked out taking unit rate of Rs. 8790.00 per KN i.e., value in column ‘F’ multiplied by Rs. 8790.00

Besides, the subsidiary company shall take action as per Clause – 32, Section-II ITB of the NIT.

**9.7** For signing of the delivery performance report (quarterly under Clause 9.4 and half-yearly under Clause 9.5), the RC holder will be intimated by letter/fax/e-mail/SMS to sign within 3 (three) days from the date of intimation by the subsidiary Co. If the RC holder / authorized representative fails to sign the said delivery performance report within the stipulated time, it will be deemed that the RC holder has accepted the same and no further communication from the RC holder will be entertained by the subsidiary Co. /CIL in this regard.

**10. Consignee:** GM of the respective subsidiary company who is in charge of production / explosive requirement or their authorized representatives at the project / mine.

### **11. Risk Purchase**

**11.1** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Coal India Ltd. or its Subsidiary Companies shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies/CIL.

**11.2** Risk purchase action may be initiated by subsidiary companies under any of the following conditions:

1. When the supplier fails to deliver the materials even after extending the delivery period.
2. When the supplier fails to respond to purchaser’s request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.

## **Section IV – Special Conditions of Contract (SCC)**

3. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
  4. When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.
- 12. Payment terms:** 100% payment will be made within 21 days on receipt and acceptance of the materials at site or submission of bill whichever is later. This payment clause should be accepted clearly.
- 13. Price Fall clause**
- 13.1** 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.
- Note:
- (i) The currency of contract will mean the period till completion of supply.
  - (ii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- 13.2** In case the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against this tender. If any supplier does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure explosives/ accessories from other existing supplier / Reserve RC holders.
- 14. Paying Authority:** GM (Fin.) of the consignee Subsidiary Company or their authorized representative.
- 15. RC Prices**
- 15.1** The rate at which RC will be concluded shall be on FOR destination basis, inclusive of freight, insurance, and all other charges but excluding GST which will be payable as legally applicable at the time of supply.
- 15.2** RC prices will be subject to Price Variation Clause as provided in Clause – 21.7 Section II, ITB.
- 16. Lowest Price Certificate:** The bidder shall submit the following certificates:

## **Section IV – Special Conditions of Contract (SCC)**

a) Along with the offer:

“We certify that the prices quoted in the tender are the lowest and not higher than as applicable 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.”

b) Along with the invoices:

“We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract and it will be our responsibility to inform the Purchaser in case the supplied “ordered / similar” item(s) have been offered / supplied to them at a lower price”.

## **Section V – Schedule of Requirements (SOR)**

### **Schedule of Requirements**

## **Section V – Schedule of Requirements (SOR)**

**Indicative requirement of CDD for Deg-I mines for period upto 31.05.2023.**

Sl.	Item	Unit	1 <sup>st</sup> Year Total Qty.	2 <sup>nd</sup> Year Total Qty.	Grand Total for 1 <sup>st</sup> & 2 <sup>nd</sup> Year
	<b>Copper Delay Detonator(CDD)</b>				
11	CDD for use in degree – I mine	KN	6630	6925	13555

### **Subsidiary-wise break-up of the above requirement**

#### **1<sup>st</sup> Year (from date of issue of RC to 31.05.2022)**

Sl.	Item	Unit	ECL	BCCL	CCL	WCL	SECL	MCL	NCL	NEC
	<b>Copper Delay Detonator (CDD)</b>									
11	CDD for use in degree – I mine	KN	630	272	68	1850	3750	60	0	0

#### **2<sup>nd</sup> Year (from 01.06.2022 to 31.05.2023)**

Sl.	Item	Unit	ECL	BCCL	CCL	WCL	SECL	MCL	NCL	NEC
	<b>Copper Delay Detonator(CDD)</b>									
11	CDD for use in degree – I mine	KN	722	475	68	1850	3750	60	0	0

**KN - 1000 Nos. (Thousand numbers)**

**Technical Section including Specifications  
(TSS)**

## **Section VI – Technical Section including Specifications (TSS)**

### **1. Eligibility to offer**

The bidder(s) whose offered items are already approved or has been successfully tested and tried at any of the CIL Subsidiary Cos., duly certified by CMPDIL and who are in possession of valid statutory license from the concerned licensing authorities are only eligible to offer against this tender. The approved product list is enclosed in the NIT but the same may not be inclusive of all items approved till date.

### **2. Documents Establishing Bidder's Eligibility and Qualifications**

#### **2.1 Item Offered:**

- 2.1.1 Bidder shall indicate the item(s) offered by him along with brand name(s).
- 2.1.2 Bidders offering approved items listed in the NIT have to confirm that offered items have not been delisted by CMPDIL or any subsidiary of CIL or PESO or DGMS.
- 2.1.3 Bidders offering items, not listed in the Approved Product List (Annexure-1) have to submit a notarized copy (scanned PDF) of the relevant CMPDIL test and trial certificate failing which the offer shall not be considered.

#### **2.2 Offer quantity**

- 2.2.1 The annual offer quantity of each item offered by the bidder must be indicated separately for each year of the tender period i.e. 1st year & 2nd Year.
- 2.2.2 The item-wise yearly offer qty. (1st and 2nd year) shall be at least 10% of the item-wise yearly tender quantity (1st and 2nd year).
- 2.2.3 The offer quantity cannot be reduced at any stage till the conclusion of RC and any attempt to reduce/restrict the offer quantity at any stage before conclusion of RC shall be construed as withdrawal of offer and shall be treated as per terms of this NIT including cancellation of offer and Banning of Business as per 'Bid Securing Declaration'.

#### **2.3 PESO license**

- 2.3.1 Item-wise details of PESO license i.e. license number, date, validity period, license capacity etc. shall be indicated by the bidders.
- 2.3.2 Notarized copy (scanned PDF) of the valid license of PESO shall be submitted along with offer.
- 2.3.3 If the PESO license is not valid on the date of tender opening, copy of application submitted for revalidation of license, duly received by PESO (Nagpur/Regional office) shall be submitted along with offer.
- 2.3.4 Offers without PESO license (valid/applied for revalidation) shall not be accepted. Further, application for new license/ enhancement (even received by PESO) will not be considered.
- 2.3.5 Supply of explosives against RCs shall be accompanied by self-attested copy of valid PESO license.

#### **2.4 ISO Certificate**

- 2.4.1 ISO 9001 certificate number, date, validity period shall be indicated by the bidders.



## **Section VI – Technical Section including Specifications (TSS)**

- 2.4.2 A notarized copy (scanned PDF) of valid ISO 9001 certificate shall be submitted along with the offer.
- 2.4.3 Firms not having valid ISO 9001 certification on the date of tender opening will be disqualified.

### **2.5 DGMS approval**

- 2.5.1 The bidder shall furnish item-wise list of DGMS approvals indicating therein the approval no., date, validity period and the degree of gassiness for which approval has been accorded.
- 2.5.2 Notarized copy (scanned PDF) of DGMS approvals shall be enclosed with offer.
- 2.5.3 For CDD, DGMS approval for the degree-I mine shall be required, failing which the offer shall not be considered.
- 2.5.4 If the DGMS approval is not valid on the date of tender opening, copy of application submitted for revalidation of DGMS approval, duly received by DGMS shall be submitted along with offer.
- 2.5.5 Offers without DGMS approval (valid/applied for revalidation) shall not be accepted.
- 2.5.6 Supply of explosives against RCs shall be accompanied by self-attested copy of valid DGMS certificate.

### **3. Technical specifications**

- 3.1 Bidder shall furnish technical specifications of offered items as below -

**Detonators (CDD)** - Brand name, strength, resistance, delay timing, series firing test, water proof-ness.

All information shall be furnished in tabular form.

- 3.2 Details of acceptable technical specification are listed in NIT under Annexure-2 titled 'Product Specifications & Random Test Parameters' and offers for items not meeting acceptable technical limits shall not be considered.

### **4. Testing facilities**

- 4.1 The bidder shall confirm that essential equipment required for testing of explosives and accessories offered, as detailed below are possessed and maintained by them for the required purpose. If a bidder does not confirm the same, the offer shall not be accepted.

Sl.	Particulars
1	Facility for testing of any raw materials.
2	Facility for series firing test, strength test, electrical resistance, and drop test.

The details of equipment required for the above are listed below,

- i) Facility for testing of quality parameter

Sl.	Particulars
1	Safety room for field testing of explosives
2	Exploder with cable
3	High pressure (water resistance test) vessel

## **Section VI – Technical Section including Specifications (TSS)**

4	Facility for drop test (for detonators)
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### ii) Raw materials testing for quality control

Sl.	Particulars
1	Water bath
2	Digital thermometer
3	Chemical balance
4	Various chemical reagent

4.2 The above equipment must be available all the time in the explosive factories in working condition. CIL or any agencies authorized by CIL shall have the option to check the same.

4.3 The RC holders are required to submit manufacturer's test certificate of different quality parameters as specified in NIT/RC of CIL along with supply. They shall also keep a record of all tests of raw material and finished product being supplied by them at their end which may be inspected by representative of CIL/Subsidiary Company.

### 5. Random test

#### A) TESTING BY CMPDIL

5.1 The consignee subsidiary company shall conduct quarterly random test of CDD for Deg-I supplied by the supplier through CMPDIL as per SOP approved by CMPDIL.

5.2 The limits of technical parameters for random test are given in the NIT under a separate annexure titled 'Product Specifications and Random Test Parameters' and shall also be mentioned in the RC.

5.3 The testing charges shall be borne by CIL/ Subsidiaries for carrying out the testing.

5.4 The random test shall be conducted every quarter in each subsidiary. The authorized representative from CMPDIL shall draw the required number of samples randomly in each quarter from any magazine. The samples shall be drawn and tested on the same day at mine in presence of representatives of subsidiary and the supplier. Test result shall be finalized even in absence of supplier's representative, if the representative failed to appear despite prior intimation to supplier or if the representative refuses to sign the Test Result.

5.5 The Sample shall be treated as "Not Meeting Standards" (NMS) in random test if it does not meet any of the criterion specified under "acceptable standards" in Annexure-2

Penalty levied on the total supply value (without GST) of CDD for Deg-I supplied in that quarter shall be @ 1% for 1 NMS/Failed sample, @3% for 2 NMS/Failed samples, @5% for 3 NMS/Failed samples, @7% for 4 NMS/Failed samples and @10% for 5 or more NMS/Failed samples, and shall be deducted from the bills of the supplier by the concerned subsidiary company in every quarter.

#### B) TESTING BY SUBSIDIARY COMPANY

5.6 Apart from quarterly random tests by CMPDIL, CIL reserves the right to conduct additional test of CDD for Deg-I to be done randomly by consignee subsidiary companies with an ultimate aim of achieving batch wise testing of CDD for Deg-I.

## **Section VI – Technical Section including Specifications (TSS)**

- 5.7 The limits of technical parameters for these tests are given in the NIT under a separate annexure titled 'Product Specifications & Random Test Parameters' and shall also be mentioned in the RC.
- 5.8 The testing charges shall be borne by CIL/ subsidiaries of CIL for carrying out the testing.
- 5.9 The additional test to be done randomly shall be conducted every month by each subsidiary. The authorized representative from subsidiary company shall draw samples randomly in each month. The samples shall be drawn and tested on the same day at mine in presence of representatives of the supplier.
- 5.10 The Sample shall be treated as "Not Meeting Standards" in additional test to be done randomly by subsidiary company if it does not meet any of the criterion specified under "acceptable standards" in Annexure-2 and penalty @ 1% of total supply value (without GST) of CDD for Deg-I supplied in that month shall be deducted from the bills of the supplier by the concerned subsidiary company. This will be in addition to penalty indicated at 5.5 above.

### **C) COMMON PROVISIONS**

Samples from same batch will not be tested more than once either by CMPDIL or Subsidiary Company.

## **6. Sample Quantity for Random Tests**

### **A) Testing by CMPDIL**

[All sample quantities are to be calculated based on Subsidiary allocation by CIL on a particular supplier on annual basis].

a. **Detonators (CDD):** One (1) sample for every 2.5 lakh nos.

No. of samples to be tested in a contract year shall be equally distributed (as far as practicable) amongst the quarters of the year.

### **B) Testing by Subsidiary Companies**

In case of random testing by subsidiary companies, sample quantities will be determined on pro-rata monthly basis i.e. No. of samples calculated on yearly basis against CIL's RC allocation to subsidiary companies shall be divided by 12 to determine pro-rata monthly nos. of samples to be tested.

6.1 Irrespective of above norms, random testing of at least two samples of each item in each subsidiary is to be done for a particular supplier on quarterly basis in case of testing by CMPDIL and on monthly basis in case of testing by the subsidiary companies.

6.2 Standard Operating Procedure (SOP) for random testing is available in CIL website viz. [www.coalindia.in](http://www.coalindia.in) which is uniformly applicable in all CIL subsidiaries and NEC. Any future update in the SOP by CMPDIL/ CIL will also be applicable to RC holders / Reserve RC holders during the RC period.

## **7. Technical service**

- 7.1 Whenever a manufacturer supplies any explosives/accessories item for the first time to a subsidiary, CMPDIL test and trial report of that item shall be presented to the

## **Section VI – Technical Section including Specifications (TSS)**

CGM/GM (Production / in-charge of Explosives) of the subsidiary Co. before the explosives & accessories are used in any colliery and the manufacturer's representative shall be available for advice.

- 7.2 At least one technical representative (who is minimum a Diploma in Mining) shall be posted in each subsidiary. However, in case of SECL and MCL, in view of geographical distances two separate representatives (each) for Korba & CIC of SECL and Talcher & IB Valley of MCL shall be posted.
- 7.3 The technical representative of a supplier shall report to user within 48 hours of call (letter/fax/mail/SMS), including calls regarding 7.4 and 7.5 below, and failure to reach the caller within 48 hours shall attract a penalty of Rs. 15,000.00 per call / service. Calls shall also be endorsed to CGM/GM in charge of the explosives at subsidiary headquarter level who will finally decide on imposition of penalty.
- 7.4 The manufacturer shall give technical expertise in designing the pattern of blast holes to improve the blasting efficiency depending upon the requisition by the subsidiary.
- 7.5 Whenever there is a special problem like vibration and noise near any structure or dwelling and deflagration of explosives, technical representative from the manufacturer shall immediately attend to them and solve the problem jointly with the mine representative.
- 7.6 Half yearly workshop/training shall be conducted by the suppliers to explain the technical details of their item as well as to make the people understand and implement the uses of the explosives & its accessories for safe and efficient operation and for improvement of blasting efficiency.
- 7.7 Quarterly technical service report shall be submitted by the supplier to the concerned subsidiary companies.
8. The detonator manufacturers shall follow a system by which the electrical continuity, resistance testing & other tests shall be ensured by them and they shall give a certificate accordingly, in addition to the conditions to be complied with, in reference to the permission being accorded to the respective manufacturers by DGMS/PESO.
9. The bidder shall give item-wise list of users, other than CIL, of their offered items during the period **2019-21**.

### **10. Compliance with Statutory Requirements**

The suppliers must also ensure compliance of all relevant statutory requirements under Mines Act 1952, Mines Rule 1955, CMR 2017 and related Laws and Bye laws, Orders & Circulars published by the Govt. of India.

### **11. Performance & penalty**

In the event of failure of blast, the cost of explosives/accessories used in the blast and drilling cost will be recovered from the respective defaulting supplier(s). In case of blast failure, initially proportionate deduction (proportionate to value) will be made for both explosives and accessories. After investigating into the cause of failure as to which item (explosive or accessories) is responsible for the failure, final deduction will be made accordingly.

**Sample Forms including LoB & Annexures**

## **Section VII – Sample Forms including LoB & Annexures**

**Annexure-1**

### **Approved product list of cartridge explosives and accessories in CIL**

#### **1. Copper delay detonator (CDD)**

<b>Sl.</b>	<b>Manufacturer</b>	<b>Brand name</b>
1	A.P. Explosives	APPDD, APSPDD
2	C-Det	Vectra CDD, CDET Vectra – PDD
3	Economic	Supreme Copper Delay Detonator
4	GOCL	Coal Delay Detonator
5	Ideal Detonators	Super Coal Delay Detonator, Super Coal Delay Detonators with Powder Coated Steel Shells (No.0 to 6)
6	IEPL	Carricks Delay Detonator
7	PEL	Copper Delay Detonator
8	RECL	SPMDED No. 8 (0 – 6 delay)
9	Solar	Solar Copper Delay Detonator
10	TIEL	PDD

## **Section VII – Sample Forms including LoB & Annexures**

Annexure-2

### **Product Specifications & Random Test Parameters**

#### **1. Detonators (CDD)**

Sl.	Parameters	Acceptable Standards
1	Strength test	The detonators when tested under lead plate method (4 cm length, 4 cm width and 0.5 cm thick), if blasts over the lead plate, it should produce dent on the lead plate corresponding to at least C-3 class as per IS.
2	Series firing test	10 detonators are subjected to series firing test, all the detonators shall fire successfully within the same current and application of time.
3	Electric resistance ( $\Omega$ )	4.5-6.5
4	Delay timing (ms)	As specified by the Manufacturer $\pm 5$ ms

The Sample shall be treated as “Not Meeting Standards” in random test if it does not meet any of the criterion specified under “Acceptable Standards”.

2. The above technical parameters shall also be treated as the acceptable technical specification for technical evaluation of offered items.



## **Section VII – Sample Forms including LoB & Annexures**

**Annexure-3**

### **Security Deposit Bank Guarantee Proforma**

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

**Re : Bank Guarantee in respect of Notification of Award / Purchase Order vide no. ....  
dated ..... between ..... (Name of Purchaser Company) and .... (Name of Supplier  
Company)**

Messers .....a Company / Firm having its office at No.  
..... (hereinafter called ‘the Contractor’) has received the  
Notification of Award / Purchase Order vide no. ....dated..... (hereinafter called ‘the said  
Agreement’) with .....(Name of the Purchaser Company) (hereinafter  
called ‘the Company’) to supply..... stores/ materials amounting to Rs.  
.....on the terms and conditions contained in the said Notification of Award / Purchase  
Order.

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

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

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

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

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

**Section VII – Sample Forms including LoB & Annexures**

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the..... day of ..... 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....day of .....20.....  
Place.....

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

## **Section VII – Sample Forms including LoB & Annexures**

**Annexure-4**

### **Letter of Bid**

To  
Coal India Limited,  
Coal Bhawan,  
1<sup>st</sup> Floor, Premises No. 04,  
Plot no. AF-III, Action Area 1A,  
New Town, Kolkata – 700 156,

Dear Sirs,

**Sub: Tender No. ----- dated -----.**

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

OR

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

12. We abide by the Code of Integrity for Public Procurement as defined in Clause 35, ITB and declare that there had been no transgression of this Code of Integrity with any entity in any country during last three years

## **Section VII – Sample Forms including LoB & Annexures**

OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in Clause 35, ITB during last three years with ..... [name of entity (ies) and country(ies)].

13. We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in Clause 38, ITB.
14. We confirm that we have uploaded the Pre-Contract Integrity Pact, duly filled and signed and stamped, as per Annexure - 6, Sample Forms, Section VII without any change in the format.
15. We confirm that we have quoted for the explosives and accessories exactly as per the NIT requirement; otherwise our offer may be liable for rejection.
16. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered. [evidence of valid registration by the Competent Authority is attached, if applicable] in “LOB DOCS”.
17. Bid Securing Declaration: We understand that our Business is liable to be Banned for a period of 2 years, in the following cases:
  - a. If we withdraw or amend, impair or derogate from the tender in any respect within the period of bid validity offered by us; or
  - b. If we refuse to accept/execute the contract which is placed within bid validity period and we do not commence supplies.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20—

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_

Duly Authorised to sign bid for and on behalf of \_\_\_\_\_

## **Section VII – Sample Forms including LoB & Annexures**

### **Note:**

- 4.1** This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder along with the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
- 4.2** Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India.
- 4.3** In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper (as per [Annexure-4B]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

## **Section VII – Sample Forms including LoB & Annexures**

**Annexure – 4B**

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

**(On NON JUDICIAL STAMP PAPER)**

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

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

And is Authorising the DSC Holder for online bidding.

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

**Signature & Seal of the PUBLIC NOTARY**

## **Section VII – Sample Forms including LoB & Annexures**

Annexure 5

### **Format for Local Content Certificate**

Date:.....

Certificate of Local Content as per Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time)

**Tender No. ----- dated -----.**

I/We ..... the Statutory Auditor/ the Cost Auditor ( strike-off which is not applicable) of M/s ....., having registered office at ..... hereby confirm that the percentage of local content in the offered product of M/s ..... is -----% and meets the local content requirement for ‘Class-I local supplier’ as prescribed under Public Procurement (Preference to Make in India) Order, 2017(as amended from time to time).

**OR**

I/We ..... the Statutory Auditor/ the Cost Auditor ( strike-off which is not applicable) of M/s ....., having registered office at ..... hereby confirm that the percentage of local content in the offered product of M/s ..... is -----% and meets the local content requirement for ‘Class-II local supplier’ as prescribed under Public Procurement (Preference to Make in India) Order, 2017(as amended from time to time).

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

- 1.
- 2.
- 3.

For.....(Name of the Audit firm)

Name of the Statutory Auditor/ the Cost Auditor

Official Stamp ...

UDIN No.....

Place:

Date:

## **Section VII – Sample Forms including LoB & Annexures**

Annexure-6

### **PRE CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure ..... (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

#### **Section 1 – Commitments of the Principal**

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the



## **Section VII – Sample Forms including LoB & Annexures**

same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

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

d. ~~The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.~~

~~Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for India agents of foreign supplier shall be as per the provisions mentioned in the NIT.~~

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

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

## **Section VII – Sample Forms including LoB & Annexures**

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

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

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

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

### **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any

## **Section VII – Sample Forms including LoB & Annexures**

other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8 - Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

## **Section VII – Sample Forms including LoB & Annexures**

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

### **Section 9 - Pact Duration**

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

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

### **Section 10 - Other provisions**

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

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

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

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

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

## **Section VII – Sample Forms including LoB & Annexures**

the Integrity Pact will prevail.

### **Section 11- Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **Section 12- Law and Place of Jurisdiction**

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

### **Section 13 - Other Legal Actions**

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

Witness 2:  
(Name & Address)

## **Section VII – Sample Forms including LoB & Annexures**

### **Annexure-7**

**Proforma / checklist for inspection of various equipment's / accessories, testing facility, record of testing of cartridge Explosives & Accessories**

Sl	Particular	Yes / No
1	Facility for testing of any raw material	Yes / No
2	Facility for testing Fuels	Yes / No
3	Safety room for field testing of explosives	Yes / No
4	Facility for measuring resistance	Yes / No
5	Facility for measuring the delay timing	Yes / No
6	Exploder with cable	Yes / No
7	High pressure (water resistance test) vessel	Yes / No
8	Facility for drop test (for detonators)	Yes / No
9	Water Bath	Yes / No
10	Digital Thermometer	Yes / No
11	Chemical Balance	Yes / No
12	Various chemical reagent	Yes / No

**Section VII – Sample Forms including LoB & Annexures**

**Annexure-8**

**Number of Parallel Running Contracts to be concluded against this tender :**

<b>Item</b>	<b>No. of Parallel RCs</b>
CDD	3

## **Section VII – Sample Forms including LoB & Annexures**

Annexure - 9

### **Format for Bank Details for Electronic Payment**

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

Dear Sir,

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

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

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

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

Authorized Signatory  
Name:  
Official Stamp with date

#### Bank Certification

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

Authorized Signatory  
Name:  
Official Stamp with date