


<p>COAL INDIA LIMITED (A MAHARATNA COMPANY) Coal Bhawan, Materials Management Division Premises No.04,Action Area 1A, New Town, Rajarhat, Kolkata – 700 156 PHONE:033-2324 4127, FAX: 033-2324 4115 Website : www.coalindia.in, E mail : gmmm.cil@coalindia.in</p>		<p>कोल इंडिया लिमिटेड (महारात्न कंपनी) कोयला भवन सामग्री प्रबंधन विभाग, परिसर संख्या ४,एक्शन एरिया १ए न्यू टाउन, राजरहाट, कोलकाता- ७००१५६. फोन : ०३३-२३२४ ४१२७, फैक्स : ०३३-२३२४ ४११५ वेबसाइट: www.coalindia.in, ई मेल: gmmm.cil@coalindia.in</p>
--	---	---

Tender No. CIL/C2D/OTR TYRE/2022-23/389

Date: 23.02.23

Notice Inviting Global Tender cum e-Reverse Auction

E-Tender Document

For

Procurement of 394 Nos. of 40.00 R57 Radial OTR Tyres

Tender No. CIL/C2D/OTR TYRE/2022-23/389

Date: 23.02.2023

Section I - Invitation for Bids (IFB)

Invitation for Bids (IFB)

Section I - Invitation for Bids

1. **Coal India Limited**, a Government of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Action Area 1 A, New Town, Rajarhat, Kolkata-700156, India invites online bids through its e-Procurement Portal <https://coalindiatenders.nic.in> from the eligible bidders from **India** for **Supply of 40.00 R57 size Radial OTR Tyres** as described in Section V “Schedule of Requirements”.
2. The tender document shall be available on the website of Coal India Limited (www.coalindia.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL’s e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such tender document shall be considered valid for participating in the online tender on CIL’s e-Procurement Portal (<https://coalindiatenders.nic.in>).
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/OTR TYRE/2022-23/389 Date: 23.02.2023
2	Type of Tender	Two Bid System with Reverse Auction
3	Estimated value	Rs. 87.04 Crores (Approx.)
4	Earnest Money Deposit	50.00 Lacs / USD 59960.00
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Procurement of 394 Nos. of 40.00 R57 Radial OTR Tyres.
7	e-Publishing date of Tender	24.02.2023 From 16.00 hours (IST)
8	Downloading of Tender Document:	
	(i) Starts on	24.02.2023 From 16.00 hours (IST)
	(ii) Closes on	27.03.2023 Upto 16.00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	24.02.2023 From 10.00 hours (IST)
	(ii) Closes on	13.03.2023 Upto 11.00 hours (IST)
10	Pre-Bid Meeting	15.03.2023 At 12.00 hours (IST)
11	Online Submission of Offers:	
	(i) Start Date and Time	16.03.2023 At 12.00 hours (IST)
	(ii) Last Date and Time	27.03.2023 At 16.00 hours (IST)
12	Due date of Opening of Tenders (Cover-I)	28.03.2023 At 11.00 hours (IST)
13	Due date and time of Opening of Cover-II of the Tender and Start of Reverse Auction	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.

6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website by CIL. 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

Invitation for Bids (IFB)

be sent to the bidders who have downloaded the tender document from website.

7. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
8. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
9. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

Executive Director(M&C),
Coal India Limited,
Coal Bhawan, MM Department,
1St Floor, Premises No. 04,
Action Area 1 A,
New Town, Rajarhat,
Kolkata -700156,
India
Fax: +91 33 2324 4115
Phone: +91 33 2324 4127
Email address: edmnc.cil@coalindia.in

Executive Director (M&C)
For and on behalf of Coal India Limited

Section II - Instructions to Bidders (ITB)

Instructions to Bidders (ITB)

Instructions To Bidders (ITB)

1. Requirements for participation in e-tenders

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

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

2. Digital Signature Certificate (DSC)

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

3. Help for participating in e-tender

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

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

Instructions to Bidders (ITB)

5. Eligible bidders

5.1 Offers are invited from manufacturers of OTR tyres. If the manufacturer does not market their product directly then only one authorized agent of manufacturer may quote on behalf of the manufacturer. The manufacturer shall authorize one single agent specifically for this tender, mentioning the tender number, date and certifying that the manufacturer does not market their product directly. The authorisation letter issued by the manufacturer as per format given in Annexure-4 must be uploaded in Commercial Docs. Offers from non-manufacturers without proper authorization shall be rejected.

- (i). In a tender, either an agent on behalf of manufacturer or the manufacturer itself can bid but both cannot bid simultaneously for the same item in the same tender. In case, both submit offers, only the offer of manufacturer shall be considered.
- (ii). If an agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item. All such bids will be rejected.
- (iii). In case, more than one authorized agent of a particular manufacturer quote against this tender, the offer of the agent, authorized by the Corporate office of the Manufacturer as per format given in Annexure shall only be considered for further evaluation.
- (iv). The bidder is required to furnish the details as given in Annexure – 3 as part of its offer. If no information is applicable against any serial number, please mention “Not Applicable”.
- (v). In case an Indian Agent is employed by the bidder they are required to upload scanned copy of the details of the Indian Agent indicating Name, address, phone, fax, email id, PAN number, GST registration number etc of the Indian agent along with a copy of certificate of incorporation / registration etc.
- (vi). The Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
- (vii). Foreign principal’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Bidder and the Indian Agent and their mutual interest to be indicated.
- (viii). Copy of the agency agreement if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business, is required to be submitted by the bidder.
- (ix). However, if all the details given in (vii) are complied with, submission of document mentioned at (viii) is not required.
- (x). The amount of agency commission payable to Indian Agent should not exceed 5% of FOB value or what is specified in agency agreement, whichever is lower and included in FOB Price.

‘Non-Local Supplier’: ‘Non-Local Supplier’ as defined under Clause-40, ITB, Section-II is also eligible to quote.

5.2 Special provisions regarding eligibility of bidders from the countries sharing land border with India (these are as per extant guidelines vide Order (Public

Instructions to Bidders (ITB)

Procurement No. 1) no. F/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 2) no. F/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, GoI; in case of any change prior to 15 days from the tender publishing 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 incorporates, 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:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who 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;
 2. 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;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one more juridical person, has ownership of or

Instructions to Bidders (ITB)

- entitlement to more than fifteen percent of property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen 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.
- 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. All the bidders are required to submit the following certificates in the LoB:
 - a) “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]”.
 - b) “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting / assignment to contractors from such countries; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract/assign any work to a contractor from such countries unless such contractor is 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 be attached, if applicable]”.

6. Provenness Criteria

As per clause 9 of Technical Section VI.

6.1 Evaluation of Provenness of tyre : As per clause 10 of Technical Section VI.

Instructions to Bidders (ITB)

7. Exemption from Provenness criteria

As per clause 11 of Technical Section VI.

8. Offer quantity

The tenderer must offer minimum 25% of the tendered quantity of item quoted, failing which offer shall not be accepted. Offer quantity for the tyre must be indicated in the format provided in the Excel sheet / TPS uploaded in the e procurement portal for this purpose.

9. Cost of Bidding

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

10. Content of Bid Documents

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

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

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

11. Clarification of Bid Documents

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

12. Pre-Bid Conference

A Pre-Bid conference will be held at the office of the Purchaser / online on

Instructions to Bidders (ITB)

[15.03.2023] at [11.00 A.M]. 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/ equipment 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 the websites of the CIL, 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.

13. **Language of Bid**

All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorised signatory of the bidder who has signed the LOB, as a token of authentication of the same.

14. **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.

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

15.1 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'.

15.2 **Techno-Commercial Bid (Cover-I):** The scanned copies of the following documents will be uploaded in relevant folders in the Techno-Commercial Bid (Cover-I) as mentioned in [Annexure - 9 & 10], Sample Forms, Sec-VII. **It should be noted that the Cover-I should not contain the price.**

Instructions to Bidders (ITB)

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

Note:

- The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder
 - In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-2]) by the person signing the LOB in favour of person bidding online is required to be uploaded.
- ii. **Details of Bidder:** The bidder is required to furnish the details as given in [Annexure-3] as part of its offer. If no information is applicable against any serial number, please mention "Not Applicable".
- iii. **Technical:**
- (a) Documents as mentioned in Technical Specifications, Section-VI of the bid document.
 - (b) Technical Documents establishing bidder's eligibility & qualifications as per Clause-5, ITB, Section-II.
 - (c) Documents towards provenness as per Clause-6, ITB, Section-II.
- iv. **Commercial:**
- a) Confirm that they have submitted the LOB.
 - b) Commercial Documents towards bidder's eligibility and qualifications as per Clause-5, ITB, Section-II.
 - c) Duly signed and stamped Pre-Contract Integrity Pact as per Format given at [Annexure-6], Sample Forms, Section-VII.
 - d) Lowest Price Certificate as per Clause-12, SCC, Section-IV.
 - e) Copy of the last (latest) purchase order (bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on being L1 after opening of price bid/reverse auction) for the tendered / similar item(s) received from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.
 - f) Certificate with regard to Class I Local Supplier / Class II Local Supplier as per Clause 40.3 (a) of ITB, if applicable. Local content certificate should contain UDIN where ever mandated by respective statutory bodies.
 - g) Certificate(s) with regard to MSEs as per Clause 41 of ITB, if applicable.
 - h) Certificate with regard to Startups as per Clause 42 of ITB, if applicable.
 - i) Evidence of valid registration by Competent Authority, in case of bidder from

Instructions to Bidders (ITB)

countries sharing land border with India as per Clause 5.2 of ITB, if applicable.

v. **Technical Parameter Sheet (TPS):**

The Technical Parameter Sheet containing the summarized Technical Specifications/ Parameters in Excel Sheet will be available on CIL's e-procurement portal. This is to be downloaded by the bidder who will furnish all the required information on this Excel file. The Bidder is required to put values under the column "BIDDER'S VALUE" in TPS. TPS mentions Clause No. of Technical Specifications and in some cases detailed descriptions of individual component/system. Details of each clause are mentioned in Technical Specifications. The details of documents to be submitted in support of values in the TPS are given in [Annexure-9], Sample Forms, Section-VII and Technical Parameter Sheet (TPS). Authenticated and Scanned copy of documents are to be submitted in folders named as "Tech Doc", "PROVENNESS Docs" and "TECHNICAL ELIGIBILITY Docs" as per check list of [Annexure-9 [Technical]]. All the folders must contain at least one (01) document. **NO FOLDER SHOULD BE LEFT BLANK.** All these folders shall be uploaded along with the TPS during Bid submission. Incomplete template or the templates not submitted as per the instructions given, may render your offer liable for rejection.

vi. **Commercial Parameter Sheet (CPS):**

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 "COMMERCIAL ELIGIBILITY Docs", "LOB Docs", "COMMERCIAL Docs" folders.

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

- i. **BOQ template:** This template consists of three sheets- "BoQ 1", "INR Sheet" and "Other_Currency Sheet".

The BoQ 1 sheet is a front sheet and is a multi-currency sheet. This front sheet is a compilation sheet, where the prices quoted by the bidder in foreign currency & INR are compiled for preparation of the comparative chart. The bidder shall only enter its name in full and select the appropriate currency (USD/EURO/JPY/AUD/GBP/SEK/KRW/INR) in **each** row of "L" column of BoQ 1 sheet. The currency selection should be done in **each** row separately. Bidder must select same currency for each row of L column in BoQ 1 sheet (i.e. for each item). **The default currency in the BoQ 1 is USD. If the bidder is quoting in any other currency, it must select the appropriate currency from the drop down menu available in "L" column.**

Note: If the bidder is quoting:

- a) Any item in foreign currency, they have to select that foreign currency in

Instructions to Bidders (ITB)

column “L”. Same currency is to be selected for each item.

b) All items ONLY in INR, they should select currency as INR.

c) In combination of INR and foreign currency, the foreign currency should be selected in column “L”.

Selection of wrong currency in cells will lead to wrong calculation of price and the bidder shall be solely responsible for that.

The second sheet in BOQ template is an “INR sheet” for quoting total price in INR. In the “INR sheet”, items for which the price is quoted in INR and all elements of price to be quoted in INR shall be filled in.

The third sheet is “Other_Currency sheet”. This sheet is for quoting prices in foreign currency. Items for which the prices are quoted in foreign currency shall be filled in this sheet. Elements of prices to be incurred in purchaser’s country in INR shall also be quoted in this sheet.

The exchange rate prevailing on the date of price bid opening shall be fed to the portal by the Tender Inviting Authority (TIA).

- ii. The price for determining status of the bidders shall be automatically calculated by the system based on the input values provided by respective bidder in their price bid
- iii. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. CIL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank. However, in case “Basic Price” of any item is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.
- iv. The Price-bid will be in item-wise BOQ format and the bidder may quote for any or all the tendered items.
- v. If bidder is eligible for lower than the normal rate or bidder has opted for composition Scheme, then bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents along with certificate of practicing CA/CMA/CS clearly mentioned that Bidder is eligible to opt the composition/ any other scheme/exemption and fulfilled all the condition as mentioned in notification in this regard.
- vi. Bidder opted for composition scheme is not allowed to quote GST rate in BOQ/Price Bid as Bidder opted for composition scheme is not entitled to claim GST from customer under section 10 of GST Act 2017. However, INPUT TAX CREDIT will not available to CIL or its subsidiaries if bidder has opted composition scheme to deposit GST under section 10 of CGST Act, 2017.

15.4 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.

Instructions to Bidders (ITB)

15.5 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.

15.6 The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection

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

15.8 Deadline for Submission of Bids

i) 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.

ii) 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.

iii) 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.

16. Bid Currencies

The prices shall be quoted in the following currencies:

For Indigenous Manufacturer: For Goods and Services that the bidder will supply from within the Purchaser's country, the prices shall be quoted in INR.

For Foreign Manufacturer: For Goods and Services that the bidder will supply from outside the Purchaser's country, the prices shall be quoted in only one of the following currencies US Dollar, EURO, GB Pound, Japanese Yen, Australian Dollar, Swedish Krona and Korean Won.

17. Modification/ Withdrawal of Bid

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

ii No bid can be modified after the deadline for submission of bids.

iii Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.

iv No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money.

18. 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

Instructions to Bidders (ITB)

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.

19. Period of Validity of Bids

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

20. Firm Price

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

21. Earnest Money Deposit (EMD)

A. Submission of EMD:

I. In Indian Rupees (INR):

The value of the Earnest Money to be submitted by the tenderer shall be [Rs.50.00 Lakhs (Rupees Fifty Lakhs only)]. The Earnest Money has to be deposited online only within the last date and time for submission of online offer, failing which the online offer will not be considered.

Earnest Money can be deposited by following modes only:

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

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

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Purchaser's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised

Instructions to Bidders (ITB)

that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission. It is further advised that after successful payment, bidder should confirm receipt of EMD at Purchaser's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

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

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

Notes:

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

II. In US Dollar (USD):

The value of EMD to be submitted by the foreign bidder shall be USD 59960.00. The amount of EMD has to be credited in Purchaser's Bank Account within the last date and time for submission of online offer, failing which the online offer will not be considered.

Foreign bidders will have to remit the EMD of USD directly to the Purchaser's Bank Account mentioned below:

***Account Name: Coal India Limited
A/C no: 10373629359,
Bank: State Bank of India,
Branch: Corporate Accounts Group,
Reliance House, 2nd Floor,
34, Jawaharlal Nehru Road,
Kolkata- 700 071,
India
IFSC Code: SBIN0009998
Swift Code: SBININBB175***

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

Instructions to Bidders (ITB)

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

Foreign bidder may also submit EMD in INR as explained above in the sub-clause for submission of EMD in INR.

Notes:

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

B. Exemption from submission of EMD:

State /Central Government Organizations/PSUs, valid NSIC registered firms, valid Ancillary Units of the Purchaser, Micro and Small Enterprises [MSEs] (irrespective of the stores for which they are registered) and Startups are exempted from submission of EMD. Such bidders will have to upload the Self-attested scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State/Central Government Organizations/ PSUs	Self-declaration in their letter-head
2	NSIC registered Firms	Valid and Complete NSIC Registration certificate (irrespective of the stores for which they are registered)
3	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)
4	Micro and Small Enterprises [MSEs]	Self-Attested copy of Udyam Registration Certificate issued by Ministry of MSME.
5	Startups	Recognition certificate from Department for Promotion of Industry and Internal Trade [DPIIT]

C. Refund of EMD:

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

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

Instructions to Bidders (ITB)

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

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

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

For all such e-Payments, bidder will have to submit / indicate the details of Bank Account in the CPS and upload scanned copy of cancelled cheque in Commercial Docs.

D. Forfeiture of EMD:

The EMD shall be forfeited in the following cases:

- a) 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
- b) In the case of a successful bidder, if the successful bidder refuses to accept/execute the contract

22. Details of Bidder

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

23. 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.

24. Conversion to Single Currency

- a) To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.
- b) The applicable Exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid. The applicable rate will be "Bill Selling Rate" of State Bank of India. Otherwise the reference rate as available from RBI website will be taken.

25. Reverse Auction

Reverse auction process shall be as under:

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but "Auction BOQ" will be generated where only L-1 value will be mentioned for every item. Using this "Auction BOQ", a 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 and end time and exchange rate(s) used for conversion

Instructions to Bidders (ITB)

of foreign currency into Indian Rupees, prevailing on the price-bid opening date. The number and name of bidders participating in the Reverse Auction shall not be made visible to other bidders.

- (d) The L-1 Total Bid Price as defined in clause-29(E) (c), ITB of the NIT of each item will be “Start Bid Price” for respective item of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) 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:
- For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
 - For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.
 - For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.
 - For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off will be made to nearest 1,000;
 - For decrement value from Rs.10,001/- to Rs.1,00,000/-, rounding off will be made to nearest 10,000 ;
 - 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...
- (g) 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:

$$DV_1 = (DV + \frac{2}{100} \times L1)$$

where DV= Decrement Value (fixed) as indicated in NIT

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

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 2nd bid will be 2% of 20500 i.e. Rs.410 and the upper range of reduction shall be Rs.510 (100+410). Thus maximum reduction that can be offered will again be Rs.500 only in multiples of Rs.100 (decrement value).

- (h) Initial period of reverse auction will be two hours. There will be auto extensions 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.

In case of multiple-items, auto extension will take place only for the item(s) for which any reduction has been recorded in last thirty minutes. For rest of the items

Instructions to Bidders (ITB)

for which no reduction has been recorded in the last thirty minutes, the Reverse Auction will close.

- (i) Item-wise H-1 bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H-1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H-1 net landed cost/price, the bidder who had submitted/ frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, H-1 elimination will not be applicable to the preferential category of bidder like MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time. If H-1 bidder happens to be a preferential bidder, there will be no elimination in such cases.

Note: If a bidder has quoted under preferential category and the Tender Inviting Authority (TIA) has rejected the status of the bidder's preferential category due to non-compliance to tender requirement, then the bidder will not be treated as preferential category bidder and during price bid opening its bid will be treated as non-preferential / preferential category bidder and will be evaluated accordingly.

- (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) Break-up of price: The LI bidder after the reverse auction has to upload the breakup of the Total Bid Price online through confirmatory link. The detailed breakup of offered Total Bid Price, uploaded by the bidder shall be considered and order, if placed, shall be with the same breakup of prices. While giving the break up, the bidder will not be allowed to increase the initial quoted rate and quantity of any component. The composite price may be either equal to the price offered in reverse auction or less. The LI bidder after reverse auction will be responsible to ensure that the Total Bid Price as per the breakup of prices provided by him after the reverse auction and the LI Total Bid Price offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.

In case of any discrepancy in the final BoQ price after reverse auction and the revised break-up submitted after reverse auction, the lower of the two prices shall be considered and award of contract and payment shall be made accordingly. In case of non-acceptance of this provision by the bidder, it will be treated as withdrawal of offer and Bid Security Declaration in lieu of EMD shall be invoked.

- (m) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price-bid, whichever is lower.
- (n) 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.
- (o) The Auction bid history shall reflect only the total bid price.

Instructions to Bidders (ITB)

- (p) Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering into a contract. Any bid submitted earlier during reverse auction process prior to submission of his last bid will not be considered as the valid price bid.
- (q) Purchase Preference: If any of the short listed bidders is eligible for purchase preference as per Government policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage and they are otherwise eligible. This will also be applicable to MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.
- (r) Conversion Rate: The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The applicable rate will be “Bill Selling Rate” of State Bank of India. Otherwise the reference rate as available from RBI website will be taken.
- (s) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- (t) 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.
- (u) If the lowest price received during reverse auction is found 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.
- (v) In case of disruption of service at the service provider’s end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the ‘Start Bid’ price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- (w) 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.

26. Price Bid terms and conditions

- 26.1 For indigenous bidders, the price shall be quoted on FOR destination basis with taxes (GST) to be indicated separately.
- 26.2 Indigenous bidders, willing to quote tyres imported by them and offering to sell in INR shall have to submit an auditors certificate (auditor should be appointed for this purpose only) with the bills that Customs Duty has been paid as per prevailing customs rates and refund, if any, shall be passed on to CIL. Certificate regarding the same must be uploaded in the folder named “**Commercial Docs**”.
- 26.3 The bidders from abroad shall quote the prices on FOB port of shipment basis in Foreign Currency. Apart from quoting on FOB-port of shipment basis, bidders from abroad shall also quote on CFR-Kolkata port basis in Foreign Currency. The freight rates i.e. Break Bulk rates or the Container rates, as the case may be, to be considered for arriving at the CFR rates up to Kolkata port India, in Foreign Currency, shall also be indicated separately for each of tyres in the BOQ.

Instructions to Bidders (ITB)

- 26.4 If the bidder fails to confirm that both FOB and Marine Freight as per BOQ, the offer shall be summarily rejected without any reference to the bidder.
- 26.5 The contract shall indicate both FOB and CFR prices. The supplier shall give six weeks' advance notice to C&F department as mentioned under "Shipping instruction for supplies from abroad". If the shipping arrangement is done by C&F department, the contract shall be on FOB basis. Otherwise, the shipping arrangement shall be made by supplier within the CFR rate quoted by them and the contract shall be on CFR basis. Acceptance of this provision shall be given in the TPS.
- 26.6 The prices quoted for each tyre as per BoQ shall be normally compared on a 'total composite evaluated price' basis i.e on landed cost basis, after considering the set off on account of Input Tax Credit.
- 26.7 Tenderer shall indicate/ select the currency of their bid—FOREIGN CURRENCY/ INR
- 27 **Method for arriving at the total composite evaluated price (landed cost) –**

- 27.1 Offer will be evaluated for tyres mentioned in Section V on unit Price basis.

Indigenous Offer

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

Import Offer

- 27.5 The tenderers will be required to quote on FOB delivery port basis and CFR, Kolkata prices (both in Foreign Currency) separately as explained earlier. The total price will be calculated by the system in the following manner to arrive at the CIF price, the landed cost of the import offer and Cost to Company:
- a. The CFR price quoted by the bidder shall be considered to arrive at the CIF price by loading notional insurance premium rate of .03% on the CFR price.
 - b. CIF Price of Tyre will also be the Assessable Value for computation of Custom Duty.
 - c. Basic Customs Duty (BCD) as quoted by the bidder shall be calculated on assessable value. Social welfare surcharge @ 10% will be calculated on BCD. IGST as quoted by bidder will be calculated on assessable value plus BCD plus Social welfare surcharge.
 - d. The GST on Marine freight and GST on Indian Agency Commission shall be auto-calculated and will be added to total CIF price with customs duty

Instructions to Bidders (ITB)

- e. On this Value as arrived at (d) above 2% of FOB price will be added as port clearance and forwarding charges and 3% of FOB will be added as estimated average inland freight up to destination to arrive the Landed Price.
- f. Input Tax credit, shall be deducted from Landed Price as arrived in (d) above to arrive the Cost to Company.

Comparison of Indigenous and Import Offers

- 27.6 For comparison of import offer with the indigenous offer Net Landed Cost of indigenous offer (i.e. FOR destination price + GST - Input Tax Credit) shall be compared with the Net Landed cost of Import offer (i.e. CIF Price + Basic Customs Duty + Social Welfare Surcharge + IGST + Port Clearance charges + Inland Freight + GST on Indian Agency commission + GST on Marine Freight – Input Tax Credit(GST&IGST)).
- 27.7 In case the rates of taxes & duties quoted by L1 bidder are lower than the actual applicable tax & duties as on the last date of submission of bid then the difference in amount will be borne by the bidder and if the quoted rates of taxes and duties are higher, then the actual amount will be paid.

28. Clarification of Bids / Shortfall / Confirmatory Documents

1. During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the purchase portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
2. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).
3. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
4. For this purpose, maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration shall be given to the bidders to upload these clarifications / shortfall documents.

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

Instructions to Bidders (ITB)

additional time will be allowed in this regard for on-line submission of documents after the maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration.

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

29. Computational Errors

Computational errors will be rectified on the following basis:

1. 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.
2. 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
3. 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 tender is liable to be rejected and Bid Security Declaration submitted by the bidder in the LoB in lieu of EMD shall be invoked.

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

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs in India. 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 in India, 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 CPS which shall be filled in by the bidder suitably. In case Indian Agent or Indian Subsidiary of an Indian Manufacturer is quoting against the tender, the CPS should also be filled in by the bidder suitably for all Indian Entities.

31. Registration under GST

- a. The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.
- b. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

Instructions to Bidders (ITB)

- c. Composition Scheme: Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding.
- d. GST registration No. shall have to be indicated in the offer unless exempted.

32. Option Clause

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

33. Distribution of the Quantity

- a) In case the L1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L1 price (landed) shall be counter offered to L2 tenderer and after their acceptance L2 tenderer shall be booked for their offered capacity. Similar process of counter offering L1 rate to L-3 and L-4 vendor and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.
- b) As per provisions of the Clauses - 41 (MSEs) of ITB and 40 (Make in India).

34. Contacting the Purchaser

- 34.1 Subject to ITB Clause-26, 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.
- 34.2 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.

35. Notification of Award

~~Supply order, if placed, will be subject to the Terms and Conditions stated above and other terms as per GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES enclosed.~~

36. Security Deposit

- ~~36.1 Within 30 days of the notification of award from the purchaser, the successful bidder~~

Instructions to Bidders (ITB)

~~shall furnish the Security Deposit in accordance with the conditions of the contract, in the Security Deposit format provided in the Bid Document [Annexure 10, Sample Forms, Sec VII]. In case the SDBG is not submitted within 30 days from the date of NoA, 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 NoA to the date of receipt of full SD shall be levied and paid by the successful tenderer along with the SDBG.~~

~~36.2 Subject to force majeure conditions, failure of the successful bidders to comply above requirement of Security Deposit and requirement of ITB clause 33 and 34.1 within a reasonable time (not exceeding 90 days from date of NoA) shall constitute sufficient ground for the annulment of the award and invocation of Bid Security Declaration given in the LoB.~~

37. Code of Integrity for Public Procurement (CIPP):

37.1 The supplier shall observe the highest standard of ethics during the procurement and/or execution of such contracts.

The following practices would amount to violation of CIPP:

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

Instructions to Bidders (ITB)

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.

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

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

- i) if his bids are under consideration in any procurement
 - a) Invocation of Bid Security Declaration given in the LoB in lieu of EMD;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) if a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate. The due amount may be recovered from the bills of the supplier against any existing/future contract(s) with CIL and/or any of its subsidiaries.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under the signature of a General Manager level officer, with the Competition Commission of India; and
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

37.4 Furthermore, Bidders shall be aware of the provision stated in Clause-21.2 of the General Conditions of Contract.

Instructions to Bidders (ITB)

38. Banning of business

38.1 The banning of business shall be considered in the following cases, in addition to transgression of Bid Security 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) Wilful 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.
- (xii) Canvassing and lobbying to get undue favour from the Company.

Instructions to Bidders (ITB)

- (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.

38.2 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.

39. Pre-Contract Integrity Pact

The bidders will have to upload along with their offer, digitally signed Pre-Contract Integrity Pact on the plain paper as per format enclosed as [Annexure-6], Sample Forms, Sec-VII, failing which their offer may not be considered.

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

Sr. No.	Name of IEM	Address	E-mail ID	Mobile No.
1	Ms. Nirmal Kaur, IPS(Retd.)	House no.8, Plot – 615, Road no.17, Jawahar Nagar, Mango, Jamshedpur, Jharkhand – 832110	nirmalkaur1983@gmail.com	9304795041
2	Shri Praveen Garg, IAS(Retd.)	1/24, First Floor, Shanti Niketan, New Delhi - 110021	praveengargias@gmail.com	9810517333

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

40. 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 and 16.09.2020) of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry. In case of any further guidelines prior to 15 days from the tender publishing date, the same will also become applicable.

40.1 In terms of the above said policy, purchase preference shall be given to ‘Class-I Local Supplier’ in the following manner:

- i Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is ‘Class-I Local Supplier’, the contract for full quantity will be awarded to L-1.
- ii If L-1 bid is not from a ‘Class-I Local Supplier’, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the ‘Class-I Local

Instructions to Bidders (ITB)

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

iii 'Class-II Local Supplier' will not get purchase preference.

Note: The "order quantity" under Clause-38.1 (ii) refers to the quantity mentioned in tender.

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

- a. 'Class-I Local Supplier' means a supplier, whose goods 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.
- e. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

40.3 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.
- 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.

Instructions to Bidders (ITB)

- 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 35.3 of ITB, along with such other actions as may be permissible under law.
- e. A supplier who has been debarred by any procuring entity for violation of above Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

40.4 Reciprocity Clause [Clause 10 (d) of PPP-MII Order 2017] :

- a) When a Nodal Ministry / Department identifies that Indian suppliers of an item are not allowed to participate and / or to compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of banning Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to procuring entity under their administrative control for appropriate reciprocal action.
- b) Entities of countries which have been identified by the Nodal ministry / department as not allowing Indian Companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that Nodal Ministry / department except for the list of items published by the Ministry / Department permitting their participation.
- c) The term “entity” of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.
- d) Further, vide OM No. P-45021/52/2019-PP(BE-II) dated 13.03.2020 of the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, GOI, the following has been communicated with regard to Clause-10(d) of PPP-MII Order 2017:
 - i. It is clarified that if a country does not procure globally particular sector, Indian manufacturers are being excluded in that particular country and the reciprocity clause as per clause 10(d) of PPP-MII Order 2017 may be invoked.
 - ii. Clause-10(d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence on restrictive conditions such as registration in the procuring country / execution of projects of specific value in the procuring country etc.

41 Purchase Preference to Micro & Small Enterprises (MSEs)

- a. Minimum 25% of the tender quantity will be procured from MSEs in case they are participating in the tender, provided their quoted price is up to 115% of price of the L1 eligible bidder and they agree to match the L-1 price.
- b. Further, out of this 25%, sub-targets of 4% may be procured from MSEs owned by the SC/ST entrepreneurs and 3% from women owned MSEs.
- c. Classification of Micro and Small Enterprise is as under:

Instructions to Bidders (ITB)

- i) Micro Enterprise -Enterprise where the investment in plant and machinery does not exceed Rupees one crore and turnover does not exceed five crore rupees;
 - ii) Small Enterprise- Enterprise where the investment in plant and machinery does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.
- d. MSEs shall submit Self-Attested copy of 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 31.03.2021 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 Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or Udyog Aadhaar Memorandum issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM- 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 unit/ plant for which it will avail benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

- e. The MSEs owned by SC/ST are classified as under:
- i) In case of proprietary MSE, proprietor(s) shall be SC/ST
 - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
 - iii) In case of 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, digitally signed, in the folder “Commercial Docs”.

42 Startups

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

Instructions to Bidders (ITB)

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

43 Relaxation for MSEs and Startups

- b) The prior experience and turnover criteria are not applicable for Startups & MSEs and no documents regarding provenness will be required to be submitted by these categories of bidders if they submit documents/ certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc.
- c) However, if these bidders have submitted documents to prove the Startup/MSE status for the tendered item but have not submitted documents/certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., if needed, CIL may assess the techno-commercial capability of these bidders to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, these bidders have to submit the details of plant & machinery, quality control arrangements, etc., in a 'Proforma for Equipment and Quality Control' along with their offer for verification of their technical capability for which if required, a techno-commercial team of CIL may visit the manufacturing unit of the bidder.
- d) In case there is deficiency in technical capability of the firm, the same will be communicated to them for improvement in the quality of their product for future tenders alongwith the observation that their offer cannot be considered for relaxation against the tender in question.
- e) If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports is not more than one year from the date of opening of tender.
- f) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, digitally signed, for relaxation from the criteria of prior experience and prior turnover:
 - A Valid BIS Marking License for the quoted items
OR
 - Rate contract issued by CIL/ its subsidiary for the quoted items
OR
 - A Valid DGMS Approval certificate for the quoted items
OR
 - Proven Ancillary certificate issued by Subsidiary Companies for the quoted items

The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a self – certified copy of such document(s) / certificate (s) valid on the date of supply, digitally signed, must accompany their offer.

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

Instructions to Bidders (ITB)

44 Conflict of Interest among Bidders/ Agents

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

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

Section III – General Conditions of Contract (GCC)

General Conditions of Contract (GCC)

General Conditions of Contract

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 organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.
- o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
- q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.
- r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.

General Conditions of Contract (GCC)

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

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

5. Patent Rights

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

6. Security Deposit

General Conditions of Contract (GCC)

- 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.
- 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).

General Conditions of Contract (GCC)

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).
- 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

General Conditions of Contract (GCC)

- the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- 8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.
- 9. Packing and Marking**
- 9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.
- 9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.
- 9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

General Conditions of Contract (GCC)

- 9.5. Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:
- i. Project;
 - ii. Contract No;
 - iii. Country of origin of Goods;
 - iv. Supplier's name;
 - v. Packing list Reference Number;
 - vi. The gross weight, net weight and cubic measurement;
 - vii. Consignee Name and Address;
- 9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

- 10.1. The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.
- 10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.
- 10.3. For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of *Incoterms* on the date of tender opening, published by the International Chamber of Commerce, Paris.
- 10.4. The details of shipping documents to be furnished by the Supplier are specified below:

(a) For Imported Goods:

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

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

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

(b) For Domestic Goods from within India:

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

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total

General Conditions of Contract (GCC)

amount;

- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate;

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

11. Insurance

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

12. Transportation

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

13. Warranty

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

General Conditions of Contract (GCC)

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 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

General Conditions of Contract (GCC)

d) the place of Services to be provided by the Supplier.

16. Contract Amendments

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

17. Assignment

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

18. Subcontracts

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

19. Delays in the Supplier's Performance

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

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

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

20. Liquidated Damages

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

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

General Conditions of Contract (GCC)

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

21. Termination for Default and breach of contract

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

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

21.2. Code of Integrity for Public Procurement (CIPP):

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

The following practices would amount to violation of CIPP:

- i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- iii. "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv. "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi. "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information. In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

General Conditions of Contract (GCC)

22. Force Majeure

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

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

23. Termination for Insolvency

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

General Conditions of Contract (GCC)

24. Termination for Convenience

- 24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

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

26. Taxes and Duties

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

27. Limitation of Liabilities

Except in cases of criminal negligence or wilful 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 characterised, any/ or from any other remote cause whatsoever.
- 27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the 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

General Conditions of Contract (GCC)

Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.”

29. Progress Reports

- 29.1 The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.
- 29.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

30. Provisions of CIL’s Purchase Manual

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

31. Applicable Law

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

32. Jurisdiction of Courts

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

33. Notices

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

Purchaser:

General Manager (MM),
Coal India Limited 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.

Special Conditions of Contract (SCC)

Section IV - Special Conditions of Contract (SCC)

Special Conditions of Contract (SCC)

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. Security Deposit Cum Performance Bank Guarantee (SDPBG)

- 1.1 The successful bidder will have to furnish a Security Deposit Cum Performance Bank Guarantee (SDPBG) through online payment as per bank details given below or a Bank Guarantee for an amount equivalent to 10% of the value of the contract(including tax), within 15 days from the date of order.

Bank Account Details of CIL (For payment through online fund transfer only):

Account Name: Coal India Limited

Bank: State Bank of India,
A/C no: 10373629359,
IFSC Code: SBIN0009998,
Swift Code: SBININBB175
Branch: Corporate Accounts Group, Kolkata- 700 071

- 1.2 This guarantee will be for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
- 1.3 SDPBG if submitted in the form of a Bank Guarantee, it shall be issued from a branch in India of any scheduled Bank of India in the approved format of CIL (format enclosed: Annexure-5). The landed cost of tyre shall be calculated as per method of arriving at the total composite evaluated price' detailed in the NIT but without considering the Input tax credit and the SDPBG value shall be indicated in the order. The currency of the SDPBG shall be same as that of the order.
- 1.4 The Security Deposit Cum Performance Bank Guarantee (SDPBG) is to be submitted in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as [Annexure-5], Sample Forms, Section-VII, from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 30 days from date of Notification of Award. In case the SDBG is not submitted within 30 days from the date of Supply order, 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 Supply order to the date of receipt of full SD shall be levied and paid by the successful tenderer along with the SDBG. However, subject to force majeure conditions, delay in submission of SDBG beyond **90 days** from the date of Supply order may attract annulment of the award and forfeiture of EMD.

Special Conditions of Contract (SCC)

- 1.5 The SDPBG furnished by supplier will be irrevocable and unconditional and CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and CIL pending before any court, tribunal, arbitrator or any other authority.
- 1.6 The SDPBG should be submitted within 30 days of date of order and shall remain valid till 3 months after the completion of Warranty Period of 24 months from the date of receipt & acceptance of last consignment by CIL and/ or Subsidiary Company.
- 1.7 The Security Deposit Cum Performance Bank Guarantee issued by Issuing bank on behalf of the bidder in favour of “Coal India Ltd.,” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “CIL0066312” in field no. “7037” of IFN760COV or IFN767COV .The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

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

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to MM department, CIL.

- 1.8 If the successful tenderer fails to submit SDPBG within 30 days from date of order, or 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.
- 1.9 Failure of the successful bidders to comply with the above requirement of SDPBG shall constitute sufficient ground for the annulment of the award and forfeiture of the Earnest Money Deposit.
- 1.10 The release of the SDPBG after above indicated period, shall be subject to satisfactory performance of the Tyres during 24 months period from the date of receipt & acceptance of consignment by CIL and/ or Subsidiary Company and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken.
- This 10% SDPBG will be released after satisfactory performance of all the Tyres and fulfillment of contractual obligations and on receipt of no claim certificate from the user subsidiaries of CIL.
- 1.11 The successful bidder may submit subsidiary wise SDPBG, in such case SDPBG may be submitted at the concerned subsidiary.

1.12 The bidder shall submit a copy of SFMS message as sent by the issuing branch of

Special Conditions of Contract (SCC)

the bank, along with the original Bank Guarantee.

2. Inspection and Test (GCC Clause 8)

a) Pre-dispatch Inspection:

The Inspecting authority reserves the right, if required, to conduct pre-dispatch inspection at the Premises of the Supplier to inspect and /or to test the Tyres to confirm their conformity to the contract specification. The Supplier shall provide all reasonable facilities and assistance, including access to drawings and production data at no extra cost to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier.

Sufficient time, at least 30days in advance should be given for arranging pre-dispatch inspection and the Supplier shall intimate the Inspecting authority that the material is ready for Pre- Dispatch Inspection.

The Inspecting authority shall notify the supplier in writing, in a timely manner, of the identity of any representative retained for these purpose.

For Domestic Supplier

Inspecting authority will be GM (Excavation)/HOD or his authorized representative of the consignee subsidiary.

For Foreign Supplier

Inspecting authority will be GM(EED)/HOD,CIL or his authorized representative

b) Final Inspection:

The final inspection of tyres will be carried out at destination. GM (Excav)/HOD, of Concerned user Subsidiary or his authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods / make alterations necessary to meet the specifications free of cost to the purchaser. However, Manufacturer's standard test certificates indicating conformation to the specifications of the order should be submitted in advance.

3. Insurance (GCC Clause-11)

5.1 For supplies from abroad on FOB/CFR basis, the seller shall arrange and pay for transit insurance from seller's warehouse to port of shipment. Insurance from port of shipment up to final destination (end consignee) in India will be arranged by C&F dept, CIL. However, claims towards Loss/damage in transit (if any) would be lodged by ultimate consignee on receipt of cargo at destination.

Special Conditions of Contract (SCC)

5.2 For indigenous suppliers , the supplies shall be on FOR destination basis at respective stores of subsidiary companies of CIL and therefore transit insurance , if any, shall be arranged by supplier.

4. Transportation (GCC Clause-12)

A. Shipping instruction for supplies from abroad

1. Shipping arrangements for FOB contracts will be made by the C&F Department of CIL (Kolkata) for which six weeks advance notice about the readiness of each consignment should be given to them by the supplier, for finalizing the shipping arrangements.
2. The packing of all the materials quoted shall conform to the requirements of the carrier.
3. Transshipment is allowed. Partial shipment of monthly delivery quantity may not be allowed. Wherever monthly delivery schedule is given, the entire quantity for the said month should be supplied in one bill of lading. However in order to facilitate full container load ,Partial shipment of monthly delivery qty may be allowed in consultation with C& F deptt, CIL. Balance qty if any of such adjustment should be dispatched in next lot.
4. The Overseas Supplier should inform the GM(MM), CIL (Fax No. 91-33-2324-4115, email: gmmm.cil@coalindia.in & rkpatra.cil@coalindia.in) and the HOD (C&F) of CIL (Fax No.91-33-2324-6000), email: gmcnf.cil@coalindia.in & ssamanta.cil@coalindia.in about the following information by fax/e.mail immediately after shipment, which will be required for insurance purpose,

1. Supply Order No. and date
2. Invoice No. and date.
3. B/L No. and date covering the Consignment.
4. Port of Shipment
5. Name of Vessel and Voyage No.
6. Description and No. of Packages
7. FOB/CFR value of Consignment
8. Dimension & weight of each tyre.

B. A non-negotiable set of the shipping documents listed under 'Payment Terms' shall be sent to General Manager (MM), MM deptt. 1st Floor, Materials Management Division, Coal Bhawan, Coal India Limited, Action Area-1A, New Town, Rajarhat, Kolkata - 700 156, HOD(C&F), C& F Dept, 1st Floor, Coal bhawan, Coal India Limited, Action Area-1A, New Town, Rajarhat, Kolkata - 700 156 and GM(MM) of NCL/SECL/MCL/ECL (as the case may be) through e. mail within 7 working days from the date of shipment to initiate advance action for customs clearance etc

Special Conditions of Contract (SCC)

1. If due to delay in receipt of documents or submission of improper documents and/or non-adherence to stipulated terms and conditions, clearance of the consignment is delayed, the actual demurrage/penal rent etc. will be recovered from the supplier.
2. Switching of Bill of lading is prohibited.
3. In case, shipment cannot be arranged by C&F Department of CIL (Kolkata), within the Limiting freight rate quoted by the tenderer, this will be communicated to the contractor and the contract shall be executed on CFR basis and the supplier shall arrange the shipment on CFR basis quoted by them as per CFR delivery quoted by them.

Add the following paragraph to the Clause-12.3, GCC:

“Marine Freight and Insurance Charges shall be paid at actuals subject to the ceiling of quoted amount. Inland Freight charges and Insurance charges shall be paid at actuals but not beyond the rate/ price quoted under these heads.”

5. Security & Packing

The supplier shall include and provide for secured protection of the goods to withstand Ocean Voyage and packing of the goods and accessories in suitable case wherever essential so that the cargo will be handled properly at the Indian Port and during inland transportation to avoid damages in transit from Port of Shipment to site. The supplier shall be responsible for damages caused by any defect in packing. Transportation of goods to be done through registered common carriers only.

6. Warranty (GCC Clause-13)

As per clause 13 of Technical section.

7. Payment Terms for indigenous supplies & Other GST terms for Indigenous and Foreign Offers

- 7.1 100 % payment of order price along with taxes(GST) shall be made by subsidiaries of CIL within 21 days from the date of receipt and acceptance of materials at store or the date of submission of bills whichever is later, subject to receipt and Confirmation of SDPBG as defined in ‘SD Performance Bank Guarantee’ clause.
- 7.2 Bills of 100% of the price of each consignment along with 100% taxes (GST) in quadruplicate, quoting No. and date of L/R or consignment note, duly stamped and pre-receipted should be presented to the paying authority. A list indicating the serial nos. of the tyres supplied separately for each size should be enclosed with bills.
- 7.3 The supplier must submit a price certificate in all their invoices in the following format, *“It is certified that the prices indicated in this invoice is not higher than the amount billed to other Govt. organizations /PSUs/Private organizations in India.”*
- 7.4 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, IGST, and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax

Special Conditions of Contract (SCC)

- 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.
- 7.5 The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the respective subsidiary could be able to avail Input tax credit of such CGST, GST, IGST, GST (Compensation to State) Cess reflected in the invoice.
- 7.6 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, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered by the respective Subsidiary Company from the current bills or any other dues of the supplier.
- 7.7 The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of the subsidiary company and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- 7.8 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.
- 7.9 In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
- 7.10 **E-way Bill:** The e-way bill, if any, required as per GST act, rules and regulations in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill will be arranged by the subsidiary company if the supplier is unregistered one.

8 Payment Terms for import supplies

- 8.1 **Concerned User Subsidiary** shall establish an irrevocable Letter of Credit (LC) for 100% of order price less Indian agent's commission, in favor of supplier/ Beneficiary on receipt of an unconditional acceptance of this order and submission of SDPBG. Payment will be made for each shipment against presentation of shipping documents through the irrevocable LC, subject to receipt and acceptance of SDPBG as defined in 'SDPBG' clause.
- 8.2 The supplier must submit a price certificate in all their invoices in the following format, ***"It is certified that the prices indicated in this invoice is not higher than the amount billed to other Govt. organizations /PSUs/Private organizations in India."***
- 8.3 The LC shall be opened after finalization of shipping arrangement by C&F Department of CIL (Kolkata) i.e after it is decided whether the contract shall be on FOB basis or CFR basis and on receipt of SDPBG . If the shipping arrangement is done by C&F Department of CIL (Kolkata), the contract shall be on FOB basis, otherwise the shipping arrangement shall be made by supplier within the CFR rate quoted by them and the contract shall be on CFR basis. If the contract is executed on CFR basis, marine freight shall be paid at

Special Conditions of Contract (SCC)

- actual as per documentary evidence subject to ceiling of quoted amount of Marine Freight.
- 8.4 The LC shall be valid for the contractual delivery period plus the period for document negotiation. The LC validity shall be re-fixed in line with revised delivery period, if any.
- 8.5 CIL will intimate Concerned User Subsidiary about receipt & acceptance of SDPBG
- 8.6 All Bank charges within India, except the LC confirmation charges, if any, towards opening of Letter of Credit etc. shall be borne by Concerned User Subsidiary. All Bank charges outside India shall be borne by Supplier/Beneficiary. Also the Bank charges in India incurred for extension/amendment of letter of credit as per request of supplier/beneficiary and/or due to any fault of the supplier/beneficiary will have to be borne by the Supplier/Beneficiary. The LC confirmation charges, if any, will have to be borne by the supplier/Beneficiary.
- 8.7 Payment through LC in Foreign Currency shall not be made to domestic accounts unless the beneficiary is situated in SEZ/STP/EOU/EPZ & EHTP of India.
- 8.8 The payment through the LC will be made on submission of the following negotiable documents to the bank (3 sets, 1 original + 2 copies) :
1. Bill of Lading (shipped on Board) endorsed **in favor of Concerned User Subsidiary.**
 2. Signed Invoice including item and quantity wise value (**Invoice should be in the name Concerned User Subsidiary and should contain LC.NO. , IEC Code of Concerned User Subsidiary and GST NO. of Consignee**)
 3. Price Certificate
 4. Packing list indicating item wise list of contents
 5. Certificate of Origin
 6. Manufacturing Test Certificate.
 7. Shipping certificate with list of serial Nos. of the tyres shipped.
 8. Manufacturers Guarantee/Warranty certificate.
 9. Beneficiary certificate (as per format enclosed)
 10. Necessary Technical literature.
 11. Documentary evidence of marine freight paid (In case of execution of contract on CFR basis)
- 8.9 The above list of documents is generally required for customs/port clearance and payment through banking channel. However the purchaser may consider further addition / deletion in the above list to suit individual cases without creating hindrance to customs/port clearance and payment.
- 8.10 Agency commission and GST as leviable in India, if any, shall be paid in equivalent Indian rupees, conversion on the basis of Bill selling exchange rate of SBI ruling on the date of bill of lading and after receipt of tyres at store, within twenty-one days of submission of bills along with following documents:

Special Conditions of Contract (SCC)

- a) Copy of foreign principal's invoice.
- b) Copy of bill of lading.
- c) Self-attested copy of 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) or self-attested downloaded sheet from SBI portal containing 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) Stores receipt certificate signed by Depot Officer of the concerned store.

Bill of agency commission should show separately the basic amount and **the GST, indicating GST number on the face of the bills. If GST** is not indicated separately the same will not be paid.

8.11 The consignee subsidiary company shall claim Input Tax credit for which necessary documentation shall be provided by supplier.

9 Payment Terms of CFR charges for import supplies

- 9.1 In case of FOB/CFR contracts, payment for marine freight (for FOB contract only), marine insurance, customs duty, port rent, inland freight, inland insurance and all other incidental charges, as applicable shall be arranged and borne by C&F department, CIL.
- 9.2 The paying authority of user subsidiary companies shall claim the Input Tax credit against import supplies as per rules for which necessary documents shall be presented to the paying authority by the C&F dept, CIL.

10 Paying Authority

The Paying Authority shall be General Manager (Finance) of the concerned subsidiary company headquarter. The payments to be made by the Paying Authority to the manufacturer and / or Indian agent shall be per the duly filled in format for Bank Details for Electronic Payment submitted as per [Annexure-7], Sample Form, Section VII and uploaded in "Commercial Docs".

11 Prices

Prices stated in the contract shall remain firm and fixed throughout the period of the Contract.

12 Lowest Price Certificate

The bidder shall submit a certificate along with the offer confirming 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 for Tyre of same specifications.

Special Conditions of Contract (SCC)

13 Price Fall Clause

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

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.
- iii) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.

14 Banned or Delisted or Debarred or 'Put on Holiday' Suppliers

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs in India. 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 in India, 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 CPS which shall be filled in by the bidder suitably. In case Indian Agent or Indian Subsidiary of an Indian Manufacturer is quoting against the tender, the CPS should also be filled in by the bidder suitably for all Indian Entities.

15 Distribution of Order

There will be distribution of order in the following circumstances:

- a) When the L-I bidder has not offered the full quantity: In such cases, after coverage of quantity on L-I bidder as per its offer, the remaining quantity will be ordered on the L-2 bidder at the rate offered by the L-I bidder and for this purpose, L-I

Special Conditions of Contract (SCC)

rate will be counter offered to L-2 bidder. If L-2 bidder does not accept the L-I rate or is also not able to meet the remaining requirement, then the balance quantity may be covered on L-3 bidder and this process will be followed till the entire tender quantity is covered. All such orders will be placed at the rate offered by the lowest responsive tenderer (L-I).

- b) As per provisions of the Clauses -40 (Make in India) and 41 (MSEs) of ITB.

16 Grace Period :

- 16.1 A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities will make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.
- 16.2 The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for offering stores for inspection (in case of pre-dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.
- 16.3 If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the supplier delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.
- 16.4 The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.

17 ~~Taxes and Duties (GCC Clause 26)~~

~~17.1 The following sub-clause is added to Clause 26, GCC :~~

~~**Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture:**~~

~~GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.~~

18. Changes in Order (GCC Clause 15)

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) the place of delivery; and/or
- b) the place of Services to be provided by the Supplier.

Special Conditions of Contract (SCC)

19 Provisions of CIL's Purchase Manual (GCC Clause 30)

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

20 Delivery:

- 20.1 Delivery Schedule will be as mentioned in Schedule of Requirements section V.
- 20.2 The bidders from abroad shall quote delivery on FOB port of shipment basis. The delivery period should be quoted in terms of months from the date of opening of Letter of Credit. The estimated time of shipment should be quoted and not cargo readiness. The contract shall be issued on FOB basis at the first instance. The supplier shall give six weeks' advance notice to C&F Department of CIL(Kolkata) for arranging shipment.
- 20.3 Bidders from abroad, apart from quoting delivery on FOB-port of shipment basis, shall also quote delivery on CFR-port of destination basis with destination port at Kolkata port, India. In case, shipment cannot be arranged by C&F Department of CIL(Kolkata), within the freight rate quoted by the tenderer, the contract shall be on CFR basis and the supplier shall arrange the shipment as per CFR delivery quoted by them. In such case bidder will have option of dispatching the ordered items from any port in Country of Origin as per the availability of vessel. If shipment is arranged by C&F Department of CIL (Kolkata), the contract shall be on FOB basis at the offered Port only.
- 20.4 If the bidder fails to confirm that both FOB and CFR offers have been made, the offer shall be summarily rejected without any reference to the bidder.
- 20.5 The port of shipment & the approx. marine transit time from Port of Shipment to Kolkata Port should be indicated.
- 20.6 Containerized Shipment should be considered for CFR offer. 14 days free time for Containers at discharge port and issuance of final Delivery Order through Single Window System to Port Consignee should be ensured in case of CFR Contract.
- 20.7 The Size &Type of Container, number of tyres that can be packed in such containers etc shall be indicated.
- 20.8 The indigenous suppliers will have to supply on FOR destination basis to following subsidiaries of Coal India Limited:

Subsidiary	Name and location of the store	GST no.
SECL	Central Stores, Korba, Dist. Korba, Chattishgarh.	22AADCS2066E9ZL

Schedule of Requirements

Section V - Schedule of Requirements

Schedule of Requirements

Technical specification & Requirement of OTR Radial Tyres

Table A

SI No.	Tyre size with specification	Application	Tendered/ Required Qty.
1	40.00 R57, 2 Star, Rock duty, TRA Code – E4, Tubeless OTR Tyre with 'O Ring' TKPH : 1100 (Minimum)	240T(sht) Rear Dumper	394 nos.

Delivery Schedule

Delivery to commence within 4 months from the date of opening of LC (in case of bid quoted in other Currency) / date of placement of order (in case of bid quoted in INR).

Minimum Quantity to be delivered shall be as under:

Table B

Size of the OTR Tyres	Delivery Schedule in Nos.									Total
	1 st Lot (within 4 months)	2 nd Lot (5 th month)	3 rd Lot (6 th month)	4 th Lot (7 th month)	5 th Lot (8 th month)	6 th Lot (9 th month)	7 th Lot (10 th month)	8 th Lot (11 th month)	9 th Lot (12 th month)	
40.00 R57	36	36	36	36	48	48	48	54	52	394

Note:-

- *Early supply will be accepted after confirmation from the user subsidiary of CIL.*
- *In case the bidder offers the quantity less than the tendered quantity, then the delivery schedule shall be on pro rata basis of the NIT delivery schedule.*

Section VI - Technical Section

Technical Section

Technical Section (Radial Tyres)

1. Name of manufacturer to be indicated:
2. Country of origin to be indicated:
3. A duly notarized copy of the valid ISO 9001:2015(or latest version) or IATF16949:2016 (or latest version) or equivalent certificate issued in favour of the manufacturer of OFF THE ROAD (OTR) Tyres shall be submitted by the tenderer. The offer shall be rendered technically unacceptable without this certificate.

The scanned copy of the above document should be uploaded in the folder named "TECHNICAL DOCS".

4. Full technical details for each size of tyre offered to be furnished in the following format:

Sl. No.	Elements of technical specification	Offered technical specification
a	Tyre Description as per NIT	40.00 R57 2 Star E4
b	Application	240T (sht) Rear Dumper
c	Make	
d	Brand	
e	Inflated overall width (mm)	
f	Inflated overall diameter (mm)	
g	Tread depth(mm)	
h	Minimum tread depth for retreading (mm)	
i	Tyre TKPH	
j	Complete description of tyre for ordering purpose conforming to tech details as mentioned above and shipment of the same	

Technical Section

**TRA — The Industry Code Identification for OTR Tyre by the Tire and Rim Association.
TKPH — Metric Tonne Kilometre Per Hour.**

Note: (i) The Make, Brand, Tyre Size, Star Rating and TRA Code to be embossed along with other details on tyre.

(ii) The bidder has to submit the certificate of TKPH for the offered tyres at the time of supply of the tyres.

5. The offered Radial OTR Tyre shall be suitable for mining Trucks operating in Coal Mines for hauling of hard and highly abrasive sandstone/rock and capable of continuous operation for protracted periods in a system of 3 shifts each of 8 hours duration per day throughout the year with normal time for routine repair & maintenance activities per shift. A certificate of undertaking to this effect is to be submitted by the bidder duly signed and stamped by Manufacturer.

The scanned copy of the above document should be uploaded in the folder named "TECHNICAL DOCS".

6. The offered specifications should meet the tendered specifications, failing which the offer shall be liable for rejection.
7. The bidders, if so desire, may visit the site of SECL subsidiary where mining trucks of 240 Ton Dumpers are operating, with prior intimation to The General Manager (Excavation)/HOD of SECL.
8. The information at Sl.No. 4 above must be supported by comprehensive technical data sheet (Legible scanned copy-PDF) highlighting the offered sizes for evaluation purpose.

The scanned copy of the above document should be uploaded in the folder named "TECHNICAL DOCS".

Original technical data book, user handbook /maintenance manual shall have to be submitted 1 copy each to General Manager (Excavation)/HOD of SECL and General Manager (EED), CIL HQ. at the time of supply of the tyres.

9. Provenness criteria:

For radial tyre of size 40.00 R57 at Schedule of Requirement Section V , the products to be offered by the Bidder shall be considered proven provided the type and size of the tyre offered or similar tyre must have been supplied in the past to the mining application. (Private or Government / Public sector Undertaking), anywhere in the world, and performed satisfactorily for minimum 5000 hours from the date of initial fitment.

Technical Section

Definition of “similar”

Tyre of same or higher rim size and TKPH as required against the NIT which is used for 240 Ton or higher capacity mining Dump Trucks.

10. Evaluation of Provenness of tyre:

To satisfy the provenness criteria, the tenderer shall submit,

- a. A duly notarized copy of Purchase Order from indigenous customers or from customers anywhere in the world for 40.00 R57 2 Star tyres, or similar (definition as above) Tyre must have been supplied in the past for mining application for a minimum quantity of 12 nos. against a single order of CIL and its subsidiaries other PSUs, Government Departments and Private Organization, which should not be dated later than 5 (five) years from the date of opening of the tender, to be submitted with the offer. The purchase order should clearly state the Size, Make, Brand, Type, TRA code and Star rating of the tyre.

Note: If any of the above specifications in the submitted purchase order are not available, the bidder should submit a duly notarized certificate for the same issued by the manufacturer.

In case the bidders are not in a position to submit the past supply order copies due to confidentiality laws of a particular country, a copy of such law duly notarized should be enclosed along with the offer for claiming exemption from submitting the supply order/ contract copies. In such cases, the bidder should submit a customer's list for the quoted tyres duly signed and stamped by the original tyre manufacturer and duly notarized. The customer's list should clearly indicate the customer's name, address, fax nos., phone no and email ID; contract/supply order no and date, tyre size. Make, brand, type-radial, TRA code and star rating of the tyre etc.

The scanned copy of the above documents should be uploaded in the folder named “TECHNICAL DOCS”.

- b. A duly notarized Satisfactory Performance Report issued by the user (customer) for the tyres for which the order copy has been submitted, categorically mentioning therein the Order ref. no. and Date, Size of the Tyre, Type, TRA code, Star Rating, and the performance of tyres supplied against the said order (supply quantity to be indicated – minimum 12 nos. against a single order) have been crossed 5000 hours without any manufacturing defect, in their letter head clearly mentioning the Address, Fax no., Phone no. and Email ID.

The scanned copy of the above documents should be uploaded in the folder named “TECHNICAL DOCS”.

Technical Section

- c. In addition to the above, the bidder has to fill up the Performance Report issued by the user as above (minimum 12 nos. against a single order) in excel sheet of TPS.

Tyre Size/Type/TRA code/Star rating												
Name of the user												
Address of the user												
Contact person of the user												
Email address of the user												
Location where tyres are used												
Purchase order No. & date												
Order Quantity												
Make and model of dumper fitment												
Application as per NIT												
Sl. No.	1	2	3	4	5	6	7	8	9	10	11	12
Tyre serial number												
Date of fitment (dd/mm/yyyy)												
Date of removal, if any (dd/mm/yyyy)												
Hours worked before first removal												
Reasons of removal												

- d. Tyre offered not meeting to the above proven-ness criteria shall not be considered.

Note: If the tyre has been supplied to any of the Subsidiaries of Coal India Ltd., the bidder has to submit the Performance certificate of the latest supply from the user subsidiary. In case the tyre has not been supplied in Coal India Ltd, Performance certificate of tyres supplied in any other Industry in India has to be submitted by the bidder. In case the tyres have not been supplied in India, an undertaking for the same will have to be submitted with the bid. In this case, the bidder has to submit the proof of supply of the quoted tyre supplied in any other country (-ies) along with performance certificate issued by the purchaser. If not supplied in any other country (-ies), undertaking with the bid has to be submitted. This will be in addition to the performance report submitted by the bidder as per requirement of the provenness criteria.

Technical Section

11. Exemption from Provenness criteria

The bidders offering the make and size of the tyres as per proven products make and size listed below are exempted from the above provenness criteria and they need not submit any of the documents listed above to establish the provenness of the respective offered tyres.

Proven product list:

Sl. No.	Tyre size	Proven Manufacturer
1	40.00 R57 2 star E4	Bridgestone

12. Technical Support and Service

In addition to normal after sales service, the supplier will render technical support and services to ensure proper usage, maintenance and satisfactory performance of the tyres supplied as per procedure mentioned below:

For tyres fitted on 240 Ton Dumpers, the suppliers shall make at least four technical visits within the warranty period, to each of the mine sites where their tyres are deployed. They shall make a survey of all the tyres of their make to ensure proper usage, maintenance and satisfactory performance.

A joint inspection report as per format enclosed shall be drawn out which shall be signed by the Section Incharge, Excavation Engineer Incharge of the mine and Staff Officer (Excavation) of the area. Copies of the report shall be immediately submitted to the General Manager (Excavation)/HOD of Subsidiary Company, General Manager (EED), CIL, Kolkata and General Manager (MM), CIL, Kolkata by the user subsidiary.

In case four (4) technical visits are not made within the warranty period, penalty @ 0.25% (quarter percent) of the order price (FOB/CFR) for import and FOR destination for indigenous) of tyres not visited shall be recovered from the supplier for each non-visit.

13. Warranty

- A. Tyre shall be guaranteed for 5000 working hours from the date of fitment or 24 months from the date of receipt and acceptance whichever is earlier
- B. In case any tyre fails within 2500 hours, it will be intimated immediately to the supplier to arrange for joint inspection. If on the basis of Joint Inspection, the tyre is found warrantable due to manufacturing defects then supplier shall replace the defective tyre

Technical Section

with a new tyre on FREE OF COST basis. The tyre so replaced should be warrantable for 5000 working hours from the date of fitment or 24 months from the date of receipt and acceptance whichever is earlier

- C. In case any tyre fails between 2500 - 5000hrs, it will be intimated immediately to the supplier to arrange for joint inspection. If on the basis of Joint Inspection, the tyre is found warrantable due to manufacturing defects, the tyre will be replaced by a new tyre and warranty settlement will be done as per the following formulae.

(a) **Compensation = {Guaranteed Working Hour - Actual Hours Worked} * Cost of Tyre / Guaranteed Working Hour.**

(Cost of Tyre = Delivered Landed cost of tyre of the same supply order)

(b) **Compensation = (B/A) x C**

Where, A = Original tread depth of the tyre

B = Remaining tread depth when the tyre fails.

C = Delivered Landed cost of tyre of the same supply order

(c) **Cost of new tyre to be supplied as replacement = Landed cost of tyre – (a) or (b) whichever is higher**

The tyre so replaced should be warrantable for 5000 working hours from the date of fitment or 24 months from the date of receipt and acceptance whichever is earlier.

A broad classification of manufacturing defect and operational failure has been listed below:

Manufacturing defects

- a) Ply separation occurring from the casing cords due to fatigue
- b) Separation in plies and subsequently bursting of the tyre due to excessive heat generation (within defined TKPH limit)
- c) Swelling / bulging / Air pocket in Tyres
- d) Side wall bubbles – Swelling or deformation to the sidewall caused by broken cords.
- e) Failure due to circumferential cracks
- f) Separation between layers of rubber
- g) Shoulder belt separation
- h) Lateral or Radial cracks
- i) Tread separation
- j) Lug base crack (lug cuts due to operation to be excluded)
- k) 80% or more worn out of tread within warranty period.

Technical Section

Operational failure

- a) Any type of cut or cut induced separation
- b) Puncture of tyre by foreign object
- c) One sided tread wear / uneven wear
- d) Failure due to fire or any other accidental damage
- e) Failure due to improper inflation
- f) Shoulder lug tear due to external impact
- g) Shoulder impact / penetration
- h) Failure due to improper & off centre mounting
- i) Damage due to oil or chemicals
- j) Any other operational defect mutually agreed during joint inspection

Warranty replacement with a new tyre should be completed within one month from the date of claim for indigenous tyres and three months from the date of claim for imported tyres. Safe delivery of the replaced tyre to the consignee's end will be the responsibility of the supplier. The consignee will render help to the supplier, if required by them.

The broad categories of failure as mentioned above is indicative only and all cases of warranty replacements will be decided on the basis of joint inspection of the failed tyres held between the user's representative and the manufacturer's representative. The joint inspection report shall be made as per format enclosed. In case of any disagreement between the user and supplier on the cause of premature failure while carrying out joint inspection of failed tyres, the decision of Director (Technical), Operations of the concerned subsidiary shall be final. The warranty claims shall be settled with the supplier directly by the consignee subsidiaries. The warranty replacement order will be issued by the user/consignee.

14. Tyre Management

The supplier, within warranty period, shall be responsible for tyre pressure management that includes regular inspection and monitoring of tyre pressure for the supplied tyres.

----- XX -----

Section VII - Sample Forms

Sample Forms

Annexure-1

Offer No.....

dated

Letter of Bid

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

Dear Sirs,

Sub: Tender No. CIL/C2D/OTR TYRE/2022-23/389 Date: 23.02.2023

1. Having examined the Tender Document including Addenda/Corrigenda, if any (insert numbers), we, M/s. (..... name of the bidder firm.....) represented by the undersigned, Mr/Ms.....Employee/ Partner /Legal Attorney/ Proprietor/Accredited Representative, offer to supply and deliver (description of Goods and Services) vide our offer No.....datedin conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We agree to abide by this bid for a period of 120 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us. We also understand that the delivery shall reckon from the date of Contract.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
8. We confirm that if any information or document submitted is found to be false / incorrect forged/tampered in any way, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm along with all partners of the firm as per provisions of tender document/Purchase Manual of CIL/Provisions of law in force.
9. We 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

Sample Forms

OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in Clause 37, ITB during last three years with [name of entity (ies) and country(ies)].

10. We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in Clause 44, ITB.
11. 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.
12. We confirm that we have quoted for the tyres along with the spares and consumables exactly as per the NIT requirement; otherwise our offer may be liable for rejection.
13. We confirm that no agent / middlemen / liaisoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the procurement of goods and services and subsequently, if at any stage, it is found by CIL that this confirmation is false, we shall be liable for penal action as per provisions of the NIT/Purchase Manual.
14. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting / assignment to contractors from such countries; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract/assign any work to a contractor from such countries unless such contractor is 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 in "LOB docs, if applicable].
15. We have read the Reciprocity Clause as given in Clause 40.4 of ITB and it does not apply to us as a bidder.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Seal _____

Duly Authorised to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder 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.

Sample Forms

2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India, if executed in India or if the authorization is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata.
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-2]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

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

(On NON JUDICIAL STAMP PAPER)

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

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

And is Authorizing 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

Sample Forms

Annexure – 3

Details of Bidder

SI	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of the Bidder	
3	Registered office address of the Bidder	
4	Phone /fax/email id of registered office	
5	Name & Full Address of Manufacturer (If bidder is Indian Agent/India office/ Indian Subsidiary)	
6	Full Address of Factory of Manufacturer	
7	Phone /fax/email id of factory	
8	Name & designation of person signing LOB and Pre-Contract Integrity Pact	
9	Phone /Cell no/email id of person signing LOB and Pre-Contract Integrity Pact	
10	Nature of company (PSU/Private/Partnership/ others)	
11	Ownership details of the bidder's business entity (Proprietorship/ Partnership/ Joint Stock Co/Others)	
12	Name and address of the Owners/Board of directors	
13	IT Permanent Account Number (PAN) of Indian Entities	
14	GST No. of Indian Entities	

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

Manufacturer's Authorization Form

To
Coal India Limited,
Action Area-1A, New Town,
Kolkata - 700 156,
India

Dear Sir

Sub: Tender No. CIL/C2D/OTR TYRE/2022-23/389 Date: 23.02.2023

WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and as a matter of policy do not quote directly,

Do hereby authorize our agent [Name & Address of Agent] to submit a bid and accept the order on our behalf against the above Tender.

We hereby accept to extend our full support and commitment for all the terms and conditions of NIT including warranty as per the Technical Section VI, for the Goods and Services offered for supply by the above firm on our behalf against this tender for the entire contract period.

In the event of failure on the part of Agent in fulfilment of contractual obligations or change in agency for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support CIL as well as execute the remaining period of the contract ourselves or through another competent Agent fulfilling the eligibility criteria stipulated in the tender document for Agent.

(Signature)

(Name)

(Designation)

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

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

Power of Attorney-should be sufficiently stamped as per the laws of India, if executed in India or if the authorisation is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata and the power to get it adjudicated should be mentioned in/ conferred by the Manufacturer's Authorization Form and should be submitted by the Bidder alongwith its bid.

Performance Bank Guarantee Format

..... (Name & address of the concerned subsidiary
..... Company / Purchaser Company)

**Re: Bank Guarantee in respect of Agreement / Contract vide no. dated
between Coal India Ltd. on behalf of (Name of concerned subsidiary Company)
and (Name of Supplier Company) {applicable for CIL Contracts}**

Or

**Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no.
..... dated between..... (Name of Purchaser Company) and (Name of
Supplier Company) {applicable for subsidiary contracts/Purchase Orders}**

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

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

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

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

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

Section VII – Sample Forms

and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

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

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

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

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

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

Place.....
person(s)

Signature of the authorized

For and on behalf of the Bank.

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

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

Section VII – Sample Forms

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

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

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

Section VII – Sample Forms

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the

Section VII – Sample Forms

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 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.

Section VII – Sample Forms

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue

Section VII – Sample Forms

to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

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

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

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

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

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

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of Bidder/ Contractor)

This document is digitally signed

Format for Bank Details for Electronic Payment

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

Dear Sir,

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

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

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

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

Authorized Signatory
Name:
Official Stamp with date

Bank Certification

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

Authorized Signatory
Name:
Official Stamp with date

**COAL INDIA LIMITED
JOINT INSPECTION FORMAT OF OTR TYRES**

SUBSIDIARY..... PROJECT.....
 MANUFACTURER..... P.O. REF. NO.....
 TYRE SIZE..... TYRE TYPE.....
 ORIGINAL NSD..... RECOMMENDED INFLATION
 PRESSURE.....
 DATE OF INSPECTION.....

TYRE SL NO.	M/C NO. (POSITION)	DATE OF FITMENT	INFLATION PRESSURE	HRS RUN	BALANCE NSD	REMARKS(*)

(*) INDICATE TYRE CONDITION & DETAILS OF PREMATURE FAILURE
 IF ANY WITH DATE OF REMOVAL

GENERAL CONDITION OF HAUL ROAD.....

GENERAL CONDITION OF LOADING/DUMPING AREA.....

GENERAL REMARKS.....

.....
 INCHARGE –TYRE SECTION EXCV-ENGR IN CHARGE
 MANUFACTURER’S REP

DISTRIBUTION

1. General Manager(EED)/ HOD, CIL, Kolkata
2. General Manager(Excv)/HOD of the concerned subsidiary company
3. Area Engineer(Excv) / Staff Officer of the concerned area

Check list of Documents to be uploaded (Technical Documents)

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

Sl	Document	NIT Clause Ref. No.	Folder Name
1	A duly notarised copy of the valid ISO 9001:2008(or latest version) or ISO/TS 16949:2009 (or latest version) or equivalent certificate issued in favour of the manufacturer of the brand quoted should be uploaded.	Clause No. 3 of Technical Section VI	Technical Docs
2	A certificate of undertaking duly signed & stamped by the manufacturer for “The offered OTR Tyres shall be suitable for mining Trucks operating in Coal Mines for hauling of hard and highly abrasive sandstone/rock and capable of continuous operation for protracted periods in a system of 3 shifts each of 8 hours duration per day throughout the year with normal time for routine repair & maintenance activities per shift to this effect” should be uploaded.	Clause No. 5 of Technical Section VI	Technical Docs
3	Comprehensive Technical Data Book (Legible scanned copy-PDF) highlighting the offered sizes for evaluation purpose containing the information at Sl. No. 4 of – 2, Technical Section should be uploaded.	Clause No. 8 of Technical Section VI	Technical Docs
4	A Digitally signed copy of Purchase Order should be uploaded.	Clause No. 10.a of Technical Section VI	Technical Docs

5	If any of the above specifications in the submitted purchase order are not available, the bidder should submit a duly notarised certificate for the same issued by the manufacturer.	Clause No. 10.a (Note) of Technical Section VI	Technical Docs
6	A copy of confidentiality law duly notarised should be uploaded along with the offer for claiming exemption from submitting the supply order/contract copies. In such cases, the bidder should submit a customer's list for the quoted tyres duly signed and stamped by the original tyre manufacturer and duly notarized. The customer's list should clearly indicate the customer's name, address, fax nos., phone no and email ID; contract/supply order no and date, tyre size. make, brand, type-radial, TRA code, star rating and TKPH of the tyre etc. <i>(if the bidders are not in a position to submit the past supply order copies due to confidentiality laws of a particular country)</i>	Clause No. 10.a (For Radial only) of Technical Section VI	Technical Docs
7	A duly notarised Satisfactory Performance Report issued by the user should be uploaded.	Clause No. 10.b of Technical Section VI	Technical Docs
8	Any other Technical document as sought in NIT		Technical Docs

Check list of Documents to be uploaded in Techno - Commercial Bid (Commercial)

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

Sl	Document	NIT Clause Ref No.	Folder Names
1	Manufacturer's Authorization	Sec-II, ITB, clause-5.1	Commercial Docs
2	The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.	Sec-II, ITB, clause-5.1(vi)	Commercial Docs
3	Letter of Bid (LOB) in the bidder's letter head as per format given at Annexure -1 along with Power of Attorney	Sec-II, ITB, clause-15.2 (i)	LOB DOCS
4	In case the person who has signed LOB is not Bidding himself and has authorized another person to bid online on his behalf , then the DSC authorization as per Annexure 2	Sec-II, ITB, clause-15.2 (i) note	LOB DOCS
5	Details of Bidder as per Annexure - 3	Sec-II, ITB, clause-15.2 (ii)	Commercial Docs
6	Bank Mandate[Annexure-7]	Sec.- IV, SCC, clause-10	Commercial Docs
7	Documentary evidence for Eligibility for Purchase preference as per clause no.40 of ITB	Sec.-II, ITB, clause-40	Commercial Docs
8	Pre-Contract Integrity Pact duly filled-in, Signed & Stamped on each page as per Annexure -6	Sec.-II, ITB, clause-39	Commercial Docs
9	Documents of MSE's (If Applicable)	Sec-II, ITB, clause-41	Commercial Docs
10	Documents for Relaxation of MSEs and Startups	Sec.-II, ITB, clause-41	Commercial Docs
11	Certificate on their letter head that they comply with OM no.- F.No.6/18/2019-	Sec.-II, ITB, clause-5.2	Commercial Docs

Sl	Document	NIT Clause Ref No.	Folder Names
	PPD alongwith Order (Public Procurement no. 1,2 &3) all dated 23.07.2020 of Department of Expenditure, Ministry of Finance, in respect to restriction of Bidders from certain countries under Rule 144 (xi) of GFR 2017.		
12	Any other documents as sought in NIT		Commercial Docs