

Additional Terms and Conditions

The bids(tender) are invited for Supply, Installation and Commissioning of 2 nos. of 460 HP Wheel Dozer along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of **12 months under Spares Cost Cap, on trial basis**; and (ii) on being declared proven after successful performance of **trial period of 24 months**, supply of Spares & Consumables for a **further period of 4 years on proven basis** thereafter **under Spares Cost Cap**

The following are the additional terms and conditions of the bid (may also be read as tender):-

1. Eligible Bidders

1.1 The bidders must satisfy any of the following conditions to be considered as eligible bidder against the tender (the bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder):

A. Indigenous Manufacturers: The following Indigenous Manufacturers are eligible to quote against the tender:

- a. The Indigenous Manufacturers who manufacture the equipment of tendered capacity but have not supplied the same to Coal India Ltd or any of its subsidiaries in the past subject to meeting the Special Provisions mentioned at Clause 3 below;

OR

- b. The Indigenous Manufacturers who manufacture the equipment of tendered capacity and have supplied the same to Coal India Ltd or any of its subsidiaries in the past but the supplied equipment could not perform satisfactorily to achieve the stipulated guaranteed annual availability percentage of the respective supply order(s) for two consecutive years from the date of commissioning;

OR

- c. Indigenous manufacturers who have not manufactured the tendered capacity Equipment but intend to manufacture the equipment of tendered capacity are eligible to quote against this tender subject to fulfilling the following:-
 1. The manufacturer shall have adequate Infrastructure facility and capacity, in terms of skilled manpower & machinery with ISO certification of their works. The details in this respect are required to be furnished by the bidder. The Purchaser or its authorised representative reserves the right to inspect the premises & facilities available with the manufacturer to assess the capability to manufacture the tendered equipment.
 2. The manufacturer shall submit self-certified manufacturing drawings/design of the quoted equipment and its assemblies along with other relevant documents including the list of bought-out items indicating the name and address of the vendor(s) as well as own manufactured items.
 3. The manufacturer shall have a Quality Assurance Plan (QAP) and will

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submit details of the same.

4. The manufacturer shall possess adequate In-House testing facilities or shall have arrangement with Govt. approved or internationally / nationally recognised test laboratories for conducting relevant tests. Details with relevant documents, if any, are required to be furnished in the offer.

B. Indian Agent: Authorized Indian Agent of an indigenous manufacturer is also eligible to quote on behalf of its principal (who is eligible as per Clause A above) against the tender, in case manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints). However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization as per Annexure-4 and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organization in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above, it shall be liable for penal action for willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged document by the bidder or using any other illegal/unfair means as per provision of this NIT/ CIL Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by CIL.

The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of documents like certificate of incorporation / registration etc. along with the offer.

The Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in the same tender for the same item / product. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorize only one agent to quote in the same tender.

All the bids, not quoted as per the above guidelines, will be rejected.

The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.

In case the indigenous manufacturer is quoting directly, but has involvement of an Indian agent/Indian subsidiary for the execution of certain activities against the tender, then the indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4a signed and stamped by themselves i.e. manufacturer against the CIL Tender, indicating the Tender Reference No. and date along with the offer.

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- C. **Indian Subsidiary of an Indian Manufacturer:** Indian Subsidiary of an Indian Manufacturer is also eligible to quote. In such case the bidder shall upload relevant documents to prove their status as Indian subsidiary of the Indian manufacturer along with tender specific Manufacturer's Authorization Form as per Annexure-4, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.

In such case also, i.e. the Indian Subsidiary of the Indian Manufacturer having an Indian agent for the execution of certain activities against the tender, they shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4a, signed and stamped by themselves against the CIL Tender, indicating the Tender Reference No. and date along with the offer.

- D. **'Non-Local Supplier':** 'Non-Local Supplier' is not eligible to quote.

- 1.2 The bidder / manufacturer shall have 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, trained technical manpower and training facilities for providing training to CIL's personnel, etc. Details will also include information about the ownership of the facilities i.e. whether they are owned by the manufacturer or its authorized Indian Agent.

Note: The minimum criteria for After Sales Service Support facilities shall be as follows:

- i) Proper Depot / warehouse to store required spare parts for facilitating timely supply of spare parts and consumables required at the site for repair and maintenance of the requirement.
- ii) Workshop facilities comprising following for servicing, repairing and testing of assemblies/sub-assemblies of the offered equipment:
 - a) Adequate machine shop for the intended jobs;
 - b) Welding facilities of suitable capacity;
 - c) Repairing and assembling facilities of all major mechanical and electrical components including hydraulic items;
 - d) Proper tools and tackles including pneumatic /hydraulic torque wrenches of suitable capacity;
 - e) Proper washing facilities
 - f) Compressor for associated works;
 - g) Suitable material handling facilities including EOT / mobile crane, forklifts, etc.
 - h) Proper testing and measuring tools to ensure quality of repair / assembled product.
- iii) Training facilities to impart classroom and on the job training to the CIL's personnel
- iv) The facilities should have sufficient trained personnel to carry out all activities
- v) The workshop/service centre shall also have facilities for testing and quality assurance of the components which will be repaired / serviced through vendors/sub-vendors.

In case the bidder/ manufacturer does not have the After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with its offer that in the event of

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placement of order on them, the bidder (they)/manufacturer will establish the above facilities in India by the end of the completion of trial period of the first equipment commissioned i.e. by the end of **2nd year of trial period** of the first equipment commissioned. If these facilities are not established within the above period, the Purchaser has the right to take necessary action as per the contract including encashment of 100% Performance Bank Guarantee.

Note: In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent/ Indian Subsidiary may also be acceptable on meeting minimum criteria as stipulated above and vice versa.

2. Collaboration and License Agreements

- i. Collaboration Agreement: In case of Collaboration Agreement or Memorandum of Understanding (MoU) with the principal manufacturer, the collaboration agreement / MoU should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer has to confirm that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime. The agreement / MoU evincing collaboration of the Indian Firm / Company with the Principal Manufacturer must be a document registered in India under the provision of Indian Registration Act, 1908, irrespective of likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act. A digitally signed copy of Collaboration Agreement/MOU, duly registered in India as above and undertaking of principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded along with the offer.

In the event of termination of collaboration agreement / MoU, the principal manufacturer will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations / arrangements.

- ii. License Agreement: In case Indigenous manufacturer, who is willing to manufacture and offer / who has manufactured, supplied and serviced the same or similar equipment (to the equipment being offered), is participating under License agreement with the company having valid Intellectual Property Rights (IPR) for the equipment being offered, the License agreement should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract.

The bidder and licensor having IPR for the equipment being offered should confirm to ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime. The agreements evincing License agreement of the bidder and licensor must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act. A notarized copy of License Agreement, duly registered in India as above and undertaking of principal manufacturer to ensure supply of spares & consumables

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and service support for smooth running of the equipment throughout its life must be uploaded along with the offer.

In the event of termination of License Agreement, the licensor having IPR will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations / arrangements.

3. Special Provisions

3.1 The intending bidder is required to disclose whether it has participated in any tender for the equipment covered under this tender, at CIL or any of its subsidiary companies till the date of submission of the present tender. If the bidder has participated in any such tender(s), then details of such tender(s) indicating tender no. and date, name of the subsidiary company and present status of the tender are to be furnished. If the bidder has not participated in any such tender(s), then also it has to submit declaration accordingly. If the bidder has participated in any such tender(s) and has been considered “proven” in such tender(s), then its offer shall not be considered in the present tender.

3.2 The bidder/ manufacturer who will be awarded trial order against this tender, will not be eligible to participate in any other subsequent tender(s) floated after award of the trial order, by CIL or its subsidiaries for the tendered equipment, till the completion of trial period against this tender for the full contracted quantity.

4. 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-3], 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	Mr. K.D.Tripathi IAS (Retd)	A-5, Sector-19, Noida UP - 201301	tripathikd.1958@gmail.com	9868506966
3	Mr. O.P Singh IPS (Retd.)	M-6, First Floor, Green Park Extension New Delhi - 110016	ops2020@gmail.com	9818564455

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

5. Performance Bank Guarantee

- 5.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to shall be for 100 % of equipment landed value along with maximum annual landed value of Spares & Consumables of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit subsidiary-wise

The PBG will be required to be submitted subsidiary wise to Paying Authority of concerned subsidiaries

- 5.2 The Performance Guarantee shall be deposited through RTGS/NEFT/IMPS/e-BG/other digital modes or in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the format attached as [Annexure- 2] on a non-judicial stamp paper.
- 5.3 The Performance Bank Guarantee (s) may be submitted equipment-wise to the concerned subsidiary where the equipment will be supplied.
- 5.4 The PBG (s) shall remain valid till 21 months from the date of commissioning of all the equipment (beyond initial six (6) months) covered in the contract.
- 5.5 The release of the PBG (s) for 100% value shall be subject to satisfactory performance of the equipment during 24 months trial period from the date of commissioning of the equipment and fulfillment of all contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken.

Performance report(s) for the 24 months trial period (after re-commissioning date, if applicable) shall be issued by the Head of concerned Technical Department of CIL after obtaining approval of competent authority at CIL, on receipt of the performance report(s) as per the format given in Annexure-9 issued by the Head of concerned Technical Department of the subsidiary Company, duly approved by their competent authority.

Release of 100% PBG is also subject to submission of 10% PBG as detailed below.

- 5.6 If the equipment is found to perform satisfactorily during 24 months trial period and fulfilling the contractual obligations as per the contract, 100% Bank Guarantee shall be released on receipt of Bank Guarantee(s) of 10% amount which shall be kept valid till 3 months after completion of 4 years beyond initial 24 months trial period after the date of commissioning and will be released after satisfactory performance of the equipment and fulfillment of all contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. Release of PBG for 10% value for each equipment may be done separately on satisfactory performance of the respective equipment as above.

Performance report(s) for this 48 months remaining period shall be issued by the Head of concerned Technical Department of the subsidiary Company, duly approved by their competent authority.

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- 5.7 The PBG for 100% / 10% shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before any payment is released for the equipment.
- 5.8 The PBG issued by Issuing bank on behalf of the bidder in favour of “concerned subsidiary where the equipment will be supplied” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. The details of beneficiary Bank for issue of BG through SFMS Platform will be provided by the concerned subsidiary. The date of SFMS confirmation to the concerned subsidiary shall be deemed to be the date of receipt of the BG. Original copy of the PBG issued by the Issuing Bank shall be sent by the issuing bank to concerned subsidiary.

However, if the original copy of the BG is handed over to the supplier by the Issuing bank, the issuing bank shall send an e-mail from their corporate e-mail id (on the date of handing over) directly to corporate e-mail id of the order placing authority that they have handed over the original copy of the BG to the supplier for handing over to the beneficiary, attaching a scanned copy of the SDBG. In such case, the supplier shall also submit a copy of the SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

- 5.9 The release of the 10% Performance Bank Guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment during 06 years period from the date of commissioning of the equipment and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. Release of PBG for each equipment may be done separately on satisfactory performance of the respective equipment as above. Whenever deductions towards unsatisfactory performance of equipment or non-achievement of guaranteed availability in a particular year(s) are made within the tenure of the PBG during the contract period, the amount deducted from the PBG should be replenished within a month in order to ensure that the original value of the PBG remains the same throughout the contract period.

The Performance Bank Guarantee shall be released with the approval of concerned subsidiary's HOD(MM) after expiry of validity period and

1. On receipt of No Claim Certificate from the HOD of User Dept.
2. On receipt of “No Claim / No Dispute Certificate” from the supplier as per Annexure – 8

6. Inspections and Tests

- 6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, at least 30 days in advance will be given for inspection. The details of specific inspections and/or tests to

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be carried out at the Supplier's works and/or at the Site(s) are given in Technical Specifications.

6.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

6.3 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 sixty (60) 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 sixty 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 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

6.4 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.

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6.5 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.

6.6 Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

6.7 The Purchaser or its nominated representative shall have the right to conduct inspections or tests as set out in this Clause at any reasonable time. 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, other than the one recommended by the Supplier, to conduct inspections and tests pursuant to the Contract.

7. Warranty

7.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

7.2 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.

7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within sixty 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.

7.4 If the Supplier, having been notified, fails to remedy the defect(s) within sixty 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.

7.5 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 the parts manufacturer's or supplier's guarantee /warranty certificate shall suffice.

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8. Performance Period for Trial & Minimum Annual availability

The performance period for trial will be two years from the date of commissioning with annual 75% availability of each machine under the contract. The equipment will be treated as proven only when the full contracted quantity of equipment covers the performance period satisfactorily with stipulated minimum availability.

9. Issue of Performance Report after completion of Trial Period

After completion of trial period of the contracted quantity, Head of Excavation/Equipment Department at CIL will issue a performance report with the approval of competent authority at CIL. This performance report will be based upon the consolidated annual performance report indicating the actual percentage availability during the trial period for the contracted quantity against the stipulated percentage availability of trial order, along with the maintenance and operating cost incurred during the trial period for the contracted quantity as received from the Head of concerned Excavation Department of the subsidiary Company & duly approved by their competent authority (Annexure-9).

10. Incidental Services

The following Services, shall be provided by the Supplier:

(a) Erection, Testing and Commissioning

Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements and the Technical Specifications.

The supplier shall be responsible for the erection and commissioning within 30 days from the receipt of equipment at site.

The purchaser will provide necessary cranes, electricity and fuel required for testing only. All other erection tools & tackles including manpower will be arranged by the supplier. Any substantial delay in providing cranes from purchaser side will be recorded jointly for calculation purpose of erection & commissioning time.

If the supplier fails to commission the equipment within the specified period as mentioned above, additional time of 30 days shall be granted. If the supplier fails to commission the equipment within the total period of 60 days, the Contract on them shall be cancelled.

No Liquidated damages will be imposed for late commissioning of the equipment.

(b) Tools

Furnishing of tools required for assembly and maintenance of the supplied Goods as detailed in the Schedule of Requirements and the Technical Specifications. A complete list as per clause-A.2 of Technical Specifications is to be furnished by the supplier.

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(c) Manuals

Furnishing of detailed operating, repair, maintenance and spare parts manuals as detailed in the Technical Specifications:-

(d) Training

Training of the Purchaser's personnel as detailed in the Schedule of Requirements and the Technical Specifications. The cost of such Services shall be included in the Contract Price.

The Supplier shall be responsible for arranging and the cost of all necessary tickets, visas, permits, foreign exchange and any other matter or facility for visits of the Supplier's personnel for the purposes of Erection, Testing and Commissioning the Equipment and/or Training of the Purchaser's personnel - the Purchaser shall have no responsibility in this regard except in respect of issuance of letters supporting visa applications as may reasonably be requested by the Supplier. The Supplier shall be responsible for paying taxes, if any, including personal income tax and surcharge on income tax, for which it or its personnel may become liable.

For visit of Purchaser's personnel to manufacturer's works/venue of training, the Purchaser shall arrange all necessary tickets, conveyance, lodging and boarding and any other matter or facility for visits of Purchaser's personnel.

11. Liquidated Damages

The following clauses are in addition to LD clause indicated in the GeM terms and conditions:

11.1 The Liquidated Damages clause will not be applicable during the trial period of 2 years of operation from the date of commissioning. Also, Liquidated Damages, if any, due to any other default or penalty shall not be applicable during the trial period of 2 years of operation from the date of commissioning.

11.2 However, the Liquidated Damages clause will be applicable once the equipment is declared proven i.e. from the 3rd year of operation onwards in respect of supply of spares and consumables.

12. Prices

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

12.2 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 equipment and spares and consumables of same specifications.

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12.3 Price Fall Clause

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

The provisions of price fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

Note:

- a. The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order for the tendered / similar item(s) received by them from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer. (The bidder may opt to mask the priced portion and shall submit an undertaking that priced copy will be submitted on being L1 after opening of Price Bid / Reverse Auction).
- c. 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.
- d. 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.

13. Payment

13.1 For Payment of equipment in Indian Rupees:

Supplier will raise GST Invoice for equipment one week prior to completion of 3 months from the date of commissioning of the equipment to concerned project. On receipt of GST Invoice, payment shall be made just one week prior to 90 days from the date of invoice for 100% landed value of the invoice raised comprising the equipment value against submission of Performance Bank Guarantee for 100% landed value of the contract value

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of the particular equipment valid for a period of 21 months (beyond initial six months) from the date of commissioning of the equipment and upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed.

In order to comply with the above, if need be, the concerned Subsidiary of CIL will provide suitable space near to the place of deployment of the supplier's equipment as "additional place of business" to the concerned Regional/ Local Office of the supplier, which will remain with the Regional/ Local Office of the supplier till the GST Invoice is raised by them. For this purpose, the Concerned CIL Subsidiary shall issue 'No Objection Certificate' (NOC) to the supplier for using their premises nearer to the place of deployment of the equipment. Such place will be declared by the supplier as additional place of business, by amending the GST registration with filing of NOC in GSTN. The concerned CIL Subsidiary may decide to charge rent from the supplier as per prevalent practice. On successful commissioning of the equipment, the supplier will hand it over to the concerned CIL Subsidiary on 'Sale on approval basis' with Delivery Challan. Further, suitable modalities for despatch etc. may be worked out to facilitate compliance of GST provisions while complying with the above payment terms.

Freight and Transit Insurance charges shall be paid at actuals subject to ceiling of the quoted amount.

- 13.2 For Payment of consumable spares and consumables for first 12 months of warranty period in Indian Rupees

100% value of the consumable spares and consumables and 100% taxes and duties and other charges shall be made within 21 days of payment of equipment.

- 13.3 For Payment of spares and consumables for 5 years after the warranty period of 12 months in Indian Rupees under Spares Cost Cap:

100% value of the spares and consumables and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at consignee's end during the respective year after confirmation of receipt of DRR and receipt of acceptance of applicable PBG.

- 13.4 Submission of Documents for Payment for equipment in Indian Rupees:

For payment for equipment in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Two copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Copy of Receipted Challan/ Consignment Note of all the consignments.
- c. Equipment Manufacturer's Test & Inspection Certificate.
- d. Equipment Manufacturer's Warranty /Guarantee Certificate as per Technical Specification Clause-C.9.
- e. Lowest Price Certificate as per clause 12 of ATC

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- f. Price Fall Certificate as per clause 12 of ATC
- g. Self-attested copy of acceptance letter of the PBG by the concerned subsidiary.
- h. Documentary evidence for freight charges and transit insurance charges up to the destination.
- i. Copy of Certificate of Insurance.
- j. Any other document(s) required as per contract.
- k. Successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of the subsidiary company, where the equipment has been deployed.

13.5 Submission of Documents for Payment in Indian Rupees for consumable spares and consumables during warranty period.

For payment for consumable spares and consumables in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Two copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Copy of Receipted Challan/ Consignment Note of all the consignments.
- c. Equipment Manufacturer's / Supplier's Warranty / Guarantee Certificate as per case may be.
- d. Lowest Price Certificate as per clause 12 of ATC
- e. Price Fall Certificate as per clause 12 of ATC
- f. Any other document(s) required as per contract.

13.6 Submission of Documents for Payment in Indian Rupees for spares and consumables during 2nd year to 6th year of operation under Spares Cost Cap:

For payment for Spares and consumables under Spares Cost Cap in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Two copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Copy of Receipted Challan/ Consignment Note of all the consignments.
- c. Equipment Manufacturer's / Supplier's Warranty / Guarantee Certificate as per case may be.
- d. Lowest Price Certificate as per clause 12 of ATC
- e. Price Fall Certificate as per clause 12 of ATC
- f. Certificate that the spares and consumables being supplied during the ...th year of operation and for which payment is being sought, has not crossed the cumulative Spares Cost Cap value of the ...th year of operation of the Machine Sr. No.....
- g. Any other document(s) required as per contract.

13.7 Paying Authority

The Paying Authority shall be General Manager (Finance) of the concerned subsidiary company headquarter.

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14. Insurance

- 14.1 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. The insurance coverage of the goods will be upto successful erection and commissioning of the equipment at site.
- 14.2 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.
- 14.3 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”.

15. Evaluation and Comparison of the Bids

Evaluation of bids will be made in the following manner:-

- A)** Evaluation of Indigenous Offer for Equipment in Indian Rupees
- a) The bidder will fill their prices in Indian Rupees and on FOR Destination basis with the break-up for Ex-Works Price of the equipment, Freight Charges, applicable rate of GST on Freight Charges, Transit Insurance Charges upto destination, applicable rate of GST on Transit Insurance Charges, Erection and commissioning charges and applicable rate of GST on Erection and commissioning charges for an equipment in Sheet 1 of Financial document in excel file.
 - b) The rate of GST entered by the bidder in Financial document in excel file shall be legally applicable rate of GST at the time of submission of bid.
 - c) Landed Price of each equipment shall be arrived at after adding all elements of prices quoted in Sheet 1 of Financial document in excel file.
- B)** Evaluation of INR Offer for Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 05 years under Spares Cost Cap
- a) The bidder shall quote the FOR destination prices of all consumable spares and consumables during warranty period (unit prices multiplied with the quantity of items) in Indian Rupees for each equipment. The total amount of GST shall be also mentioned in financial document.
 - b) The bidder shall quote under Spares Cost Cap, the FOR destination prices of all spares and consumables year-wise for a period of 05 years required from 2nd to 6th year of operation from the date of commissioning for an equipment.
 - c) Total Landed Spares Cost Cap price of all spares and consumables for each year of

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operation will be arrived at by adding total estimated GST amount on FOR Destination price of Spares Cost Cap price of all spares and consumables separately for each year of operation. The total estimated amount of GST for each year of operation shall be mentioned in Sheet 1 of Financial document in excel file.

- d) Total Net Landed Price of all spares and consumables for each equipment will be determined after deducting estimated Input Tax Credit on total estimated GST amount as follows:-

Total Net Landed Price = [Net Landed Price for all Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on GST] plus (+) [Net Landed Spares Cost Cap Price for all Spares & Consumables from 2nd to 6th year of operation from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on estimated GST]. Further, Net Present value of Net Landed Price for all spares & consumables for each year under Spares Cost Cap will be worked out for evaluation purpose as per NPV rates indicated in in Sheet 1 of Financial document in excel file.

- C) Evaluation of Composite Offer of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for a period of 05 years under Spares Cost Cap for each equipment.

- a) Evaluation will be made on individual equipment basis based on the prices of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 05 years under Spares Cost Cap.
- b) Evaluation will also take into account Net Present Value (NPV) of Spares & Consumables for a period of 05 years, to be supplied after warranty period of 12 months from the date of commissioning of the equipment. The NPV shall be calculated on annual basis. The discounting factors to work out NPV of Spares and Consumables for each of 05 years will be indicated in the in Sheet 1 of Financial document in excel file.
- c) The Total Bid Price of each bidder for each equipment will be calculated in the following manner: -

Total Bid Price = Landed Price of the equipment (Including GST) **plus** (+) Net Landed Price of Consumable Spares & Consumables for warranty period of 12 months from the date of commissioning of the equipment **plus** (+) NPV of Net Landed Price for all Spares & Consumables from 2nd to 6th year of operation from the date of commissioning of the equipment under Spares Cost Cap.

- d) The ranking of the techno-commercially acceptable bids shall be made on the basis of the Total Bid Price of each equipment as above and contract will be awarded accordingly subject to acceptance of the price by the Purchaser and also subject to Purchase Preference to preferential bidders.

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However, the contract value shall be arrived at after multiplying the Total Bid price of each equipment (without application of NPV and without deduction of input tax credit) with the quantity offered by the bidder.

- Note: 1. The bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in CIL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.
2. Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. Upward revision in GST beyond original delivery period may be admissible provided the concerned subsidiary (ies) gets 100% input tax credit for GST; otherwise increase in GST are not to be paid to the Supplier unless the delay is due to any lapse on the part of the purchaser. However, decrease in GST shall be availed by the concerned subsidiary (ies).
3. Further, it shall be the responsibility of the bidder to indicate the correct rate of CGST/SGST/UT-GST/IGST applicable for their goods. If it becomes necessary for CIL to pay higher rate of CGST/SGST/UT-GST/IGST due to quoting lower than applicable rates by the bidder, the excess amount paid by CIL shall be deducted from the supplier's bill. However, if higher rate is due to any statutory change, the same shall be borne by CIL.

16. Bid Prices

- 16.1 a) The bidders are required to quote their lowest prices for Equipment, Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter for Spares & Consumables for a period of 05 years under Spares Cost Cap for each year of operation for each equipment, as mentioned in Schedule of Requirement.
- b) In case of indigenous manufacturer quoting for equipment under PCD and NCD, the unit basic rates of equipment may vary. The unit basic rates of spares and consumables for both the categories of PCD and NCD will remain the same. If the unit prices are found to vary, the lowest price will be applicable. In case of INR offer, the basic price will be Ex-works price for equipment and FOR Destination for spares & consumables.
- c) Single contract will be concluded with bidder for both Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter for Spares & Consumables for a period of 05 years under Spares Cost Cap.
- d) The equipment price shall be inclusive of the total cost towards requirement and services including training as mentioned in the Schedule of requirement/ services
- e) However, the details in respect of training charges should be indicated for each equipment, as per [Annexure-1]. This break-up shall be used for:
- i. Deduction purposes, in case of any default in training as per the given schedule;
 - ii. Payment purpose in case of additional training imparted as per requirement of the user as mentioned in Part-II, Schedule of requirement/ services.

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- 16.2 The indigenous manufacturer or its authorized Indian Agent/ Indian Subsidiary shall quote the prices for Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter for Spares & Consumables for a period of 05 years under Spares Cost Cap for 2nd to 6th year of operation for each equipment in INR for delivery on FOR Destination basis. For the purpose of the contract, the term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight charges up to destination and Transit Insurance charges up to destination. However, in such case where Indian agent/Indian subsidiary is involved, a tripartite contract will be concluded with the bidder, who is an authorized Indian agent / Indian subsidiary of indigenous manufacturer, along with the indigenous manufacturer.

Under FOR destination Contract, it is the responsibility of the supplier to deliver the goods at the FOR destination site at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the FOR destination site. CIL has no obligation to the supplier on these accounts. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

- 16.3 Indigenous manufacturer shall quote for no. of equipment under Normal Customs Duty (NCD) and Project concessional Duty (PCD) as detailed in "Schedule of Requirement". They should also indicate the following information, in their offer for equipment with

Project Concessional Duty (PCD) only: -

- a) Estimated CIF value of the Imported content, if any, both in Indian Rupee and in the specified foreign currency on date of opening of the tender.
- b) Rate of Customs Duty, IGST and any other cess/duty as applicable on assessable value (CIF Value) of imported component taken for computation of the prices.
- c) Rate of Exchange taken for computation of the prices.

In case of order for equipment under PCD on Indigenous manufacturers, delivery period will be counted from the date of intimation to the supplier that the project registration with Customs has been completed subject to furnishing of all documents or compliance of all requirements of Customs by the Supplier required for registration of project.

- 16.4 Prices quoted by all the bidders for equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares Cost Cap value for Spares & Consumables for a period of 05 years for 2nd to 6th year of operation for each equipment, shall remain firm during the particular year till supply of these items.
- 16.5 Bids submitted with conditional price quotations shall be rejected.

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17. Documents Establishing Bidder's Eligibility and Qualifications

A. (i) In case equipment manufacturer is quoting against the tender, it has to upload the following documents with the offer:

- Commercial Documents
 - a) A write up in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.
 - b) Indigenous manufacturer - GST Registration Certificate and PAN copy to be submitted.
 - c) Annexure-4A – Principle manufacturers declaration form
 - d) Annexure-7 – Details of bidder

- Technical Documents
 - e) Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc.
 - f) Details of 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, trained technical manpower and training facilities for providing training to CIL's personnel, etc. as per the minimum criteria mentioned in Clause 1.2 above for the offered capacity and type of equipment

Details will also include information whether the above facilities are owned by the manufacturer or its authorized Indian Agent/Indian subsidiary. In case After Sales Service Support Facilities are of its Indian Agent/Indian subsidiary, the details of the Indian agent as mentioned below in (ii) (b) & (c) or of the Indian subsidiary as mentioned in (iii) (b), (c), (d) and (e) shall have to be submitted.

- g) In case the bidder or its Indian Agent/Indian subsidiary do not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India by the end of the completion of trial period of 2 years of the first equipment commissioned.
- (ii) In case Indian Agent is quoting against the tender on behalf of the equipment manufacturer, it has to upload the following documents with the offer:

- Commercial Documents
 - a) Tender specific Manufacturer's Authorization Form (Annexure-4) digitally

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signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.

- b) A write up in respect of its organization as well as of its principal along with the documents like Certificate of Incorporation/ Registration etc.
- c) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.
- d) GST Registration Certificate and PAN copy to be submitted.

- Technical Documents

- e) Documentary evidence to establish that its principal is the equipment manufacturer [as indicated above at A.(i)(c)].
- f) Details of 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, trained technical manpower and training facilities for providing training to CIL's personnel, etc. for the offered capacity and type of equipment as per the minimum criteria mentioned in Clause-1.2 above. Details will also include information whether the above facilities are owned by the manufacturer or its authorized Indian Agent / Indian subsidiary.
- g) In case the bidder or its principal do not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion of trial period of 2 years of the first equipment commissioned.

(iii) In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, it has to upload the following documents with the offer:

- Commercial Documents

- a) Tender specific Manufacturer's Authorization as per digitally signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.
- b) A write up in respect of its organization as well as of its holding/parent company along with the documents like Certificate of Incorporation/ Registration etc.
- c) Relevant documents to prove their status as Indian subsidiary of Indian manufacturer
- d) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening. In case the Indian Subsidiary of an Indian Manufacturer has not completed three financial years from its inception, the Profit & Loss accounts, as available, are to be uploaded.
- e) Tender specific Manufacturer's Declaration Form as per [Annexure-4a], Sample Forms, Section-VII, signed and stamped by themselves to quote against the CIL Tender, indicating the Tender Reference No. and date, if applicable.
- f) GST Registration Certificate and PAN copy to be submitted.

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- Technical Documents
 - g) Documentary evidence to establish that its holding/parent company is the equipment manufacturer [as indicated above at A.(i)(c)]. Also documents establishing details of manufacturing facility available in India, if any.
 - h) Details of 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, trained technical manpower and training facilities for providing training to CIL's personnel, etc. for the offered capacity and type of equipment as per the minimum criteria mentioned in Clause 1.2. Details will also include information whether the above facilities are owned by the manufacturer/bidder or its authorized Indian Agent.
 - i) In case the bidder or its Indian Agent do not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion of trial period of 3 years of the first equipment commissioned.
- (iv) The bidders falling under clauses-1.1.A (a) shall submit authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer) of supply orders for the tendered capacity equipment, received by them from various customers.
- (v) The bidders falling under clauses-1.1.A (b) shall submit the authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer) of relevant supply order(s) and authenticated copies of performance report(s) against those orders.
- (vi) The bidders falling under clause-1.1. A(c) shall submit the details and documents mentioned under clause-1.1.A (c) (1) to (4).
- (vii) All the bidders shall submit the relevant details and documents mentioned under clause-3.1(Special Provision)
- (viii) In case a bidder has a valid legal agreement/collaboration agreement / license agreement/ MOU with an equipment manufacturer, the bidder must upload the documents/ certificates, duly digitally signed, relating to collaboration with principals, clearly indicating–
 - a) that the legal agreement/collaboration agreement / license agreement/ MOU is valid on date of tender opening and shall also remain valid at least up to supply and commissioning of equipment.
 - b) that the manufacturer will ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime.
 - c) The legal agreement/collaboration agreement / license agreement/ MOU evincing collaboration of the Indian Firm/Company with a manufacturer must be a document registered in India under the provision of the Indian Registration Act 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section-17 of the said Act.
- (ix) (CIL reserves the right to verify the authenticity of the documents submitted directly from the concerned buyers/ customers/ end users of the equipment of the bidder.

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18. Financial Document

The Financial document in the form of Excel file will be submitted along with the Price Bid on GeM portal. Bidder will quote the rates, taxes and other cost elements as provided in the sheet for the offered items. Thereafter, the bidder will upload the same Excel file. The Price Bid which is incomplete and not submitted as per instructions given above will be rejected.

The Financial document will consist of three sheets.

Sheet 1 – The price for equipment, consumable spares & consumables during warranty period and spares & Consumables for 5 years after warranty period under spares cost cap are required to be quoted in sheet 1

Sheet 2 - The break-up of the total price of all consumable spares & consumables during warranty period to be quoted in sheet-2.

Sheet 3 - Training Charges as per [Annexure-1] shall be quoted in sheet 3.

*It may be noted that in the window for price of Equipment and spares & Consumables for 6 years in GeM portal, the bidder should ensure that the value entered in GeM portal shall be same as that of the value (Total value for evaluation) entered by the bidder in the excel file for financial bid.”

19. 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) the place of delivery; and/or
- b) the place of Services to be provided by the Supplier.
- c) Transfer of equipment during the contract period:
 1. Once the request for transfer of equipment has been officially intimated to CIL by the concerned subsidiary after approval of CMD of the subsidiary, a formal amendment will be issued by the CIL for the equipment transfer with copy to all concerned.
 2. Dismantling, shifting and final assembly of the equipment to be carried out under the supervision of Contract Holder(s). The cost of dismantling, shifting (transportation & insurance) and re-assembly / re-commissioning including spares and consumables required for re-commissioning (if any) will be borne by concerned project to which the equipment is being shifted.
 3. Downtime during the transfer process will be on Purchaser/ user account. However, if the down time is more than 30 days due to such transfer, pro-rata adjustment for value of spares and consumables under spares cost cap value for that year will be done by the Purchaser. No addition shall be allowed in the Spares Cost Value. Any additional items required over and above the spares cost cap value shall be borne by the Contract Holder(s).
 4. The recommissioning certificate will be jointly signed and issued by the recipient project & Contract Holder(s) as per proforma mentioned in the NIT/ Contract. A signed copy of the re-commissioning certificate shall be handed over to the contractor(s) for claiming the cost of dismantling, shifting (transportation & insurance) and assembly / commissioning from the subsidiary to which the equipment is being transferred.

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5. The contractual period will not be changed with reference to the Original Date of Commissioning of the equipment in the contractual consignee project.
6. If the Spares cost cap contract is concluded fleet wise and a part of the fleet is transferred, the Spares cost cap value will be apportioned for the new fleets on pro-rata basis. However the total spares cost cap value shall remain unchanged. Any additional items required over and above the spares cost cap value shall be borne by the Contract Holder(s).
7. The PBG shall be retained at the Subsidiary Hqrs and will be released as per terms of the Contract. In case of inter-subsidary transfer, the concerned subsidiary where the equipment has been transferred shall intimate the PBG holding subsidiary regarding performance and advice for its release as per terms of contract.
8. GST related matters shall be dealt as per statutory norms and payment shall be made accordingly by the concerned project(s).
9. The dispute(s), if any, in case of inter-subsidary transfer will be resolved amicably by a committee constituted by the Original Equipment Consignee subsidiary with following members: -
 - ❖ The Director Technical (O) of Original Consignee subsidiary
 - ❖ The Director Technical (O) of Subsidiary where Equipment is transferred
 - ❖ The GM (Excv)/ HOD of Parent subsidiary
 - ❖ The GM (Excv) / HOD of Subsidiary where equipment is transferred
 - ❖ Representative of Contract Holder(s)

Note for subsidiaries:

For transfer of equipment during the Contract period (Inter-Subsidiary or Intra-Subsidiary (involving change in GSTIN), GST will be applicable. The company transferring the equipment will set off their GST liability arising out of the transfer of equipment, using the available ITC. The recipient company shall not avail ITC on GST and the same shall be capitalized. The recipient company may claim depreciation on the GST portion capitalized.

20. 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) prevailing on the date of opening of tender shall also be applicable, if not specified otherwise in GeM Terms and Conditions / Bid document / Contract.

21. Taxes and Duties

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

22. Transportation

- i. 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

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contract price. Transportation of goods is to be done through registered common carriers only payable at actuals against documentary evidence.

23. Distribution of Order

There will be distribution of order in the following circumstances:

- a) As per provisions of the "Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time" and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time.
- b) In case the quantity of tendered equipment is more than 1 No., CIL shall place order for 1 No. of tendered equipment first on L-1 (Lowest) tenderer and thereafter for the balance quantity on the next higher tenderer in sequence (i.e., L-2, L-3, L-4.....) for 1 No. equipment each, depending on the total quantity of the tender and subject to matching the landed price of the L-1 bidder by the higher tenderer.

After following the above procedure, if the full tendered quantity is not covered either due to L-2 or higher tenderer not matching the L-1 price or due to insufficient sources / offers, the opportunity to supply such balance quantity will be given first to L-1 bidder covering their offered quantity and thereafter to higher tenderer in sequence taking into account their offered quantity and subject to their matching L-1 price.

- c) 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 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).

24. Jurisdiction of Courts

- 24.1 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.
- 24.2 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.

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Annexure - 1

Details of Training Charges

Tender/Bid No. / _____ / _____ / _____ Dated DD/MM/YYYY

1	2	3	4	5	6	7	8	9	10	11
Sl no.	Type of Personnel	At Manufacturer's Training Facility available in India				At Site				Total Charges
		No.	Period (Week)	Total Man Weeks (3x4)	Rate Per Man Per Week	No.	Period (Week)	Total Man Weeks (7x8)	Rate Per Man per week	(5x6)+(9x10)
					Rs				Rs	

Signature and Seal of
the Bidder

Note:

1. The details of Training Charges are to be given separately for each project in sheet-3 of Financial Document in Excel file”.
2. However, a confirmation of the same is to be given in the techno-commercial bid (Cover-I) **without indicating prices.**

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Annexure-2

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 payor has
disputed the quantum of the amount or that any arbitration proceeding or legalproceeding is
pending between the Company and the Contractor regarding the claim.

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

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

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

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

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

Dated this day of 20.....

Place.....

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

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Annexure-3

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 SecondPart.

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

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

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

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

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

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

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

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) / Contractor(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/Bid.

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

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above or be an accessory to such offences.

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

Section 8 - Independent External Monitor

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

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

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

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

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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 also 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 after the completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions

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

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

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

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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

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Annexure-4

Manufacturer's Authorization Form

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

Dear Sir

Sub: Bid/Tender No..... Datedxx.xx.2023

1. We, [name of manufacturer] 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 our corporate policy do not quote directly (except in situations like supplies to OEM /OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints, as applicable) and hereby authorize our [Name & Address of Indian Agent/ Indian Office/ Indian Subsidiary] to submit a bid and sign the Contract with you on our behalf against the above Tender.

Subsequently, if at any stage, it is found by CIL that we have quoted directly to any organization in India excepting the situations mentioned above, we shall be liable for penal action as per provision of GeM/ CIL Purchase Manual, if the justification provided by us is not considered adequate and satisfactory by CIL.

2. We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per Additional Terms and Conditions, Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.
3. In the event of failure on the part of Indian Agent in fulfilment of contractual obligations or change in Indian 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 Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent/Indian Office /Indian Subsidiary.
4. We also confirm that we have never been banned or delisted or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned or delisted or Put on Holiday by the organization named “-----
-----” for a period of ----- year(s) effective from ----- to -----

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-----for----- (the reasons to be mentioned).

We also confirm that the Indian Agent of an Indian Manufacturer, i.e. M/s
..... (name) ,have never been banned or delisted or Put on Holiday by any
Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

5. The Indian Agent of an Indian Manufacturer, i.e. M/s (name) were banned or delisted or Put on Holiday by the organization named “ ----- ” for a period ofyear(s) effective from to for --
----- (the reasons to be mentioned).

(Pl. strike out if not applicable)

6. 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 Bid/NIT/Purchase Manual.

Dated this _____ day of _____ 20--

(Signature)

(Name)

(Designation)

(Seal)

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

Note:

1. 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.

2. Power of Attorney should be sufficiently stamped as per the laws of India

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Annexure-4a

Principal Manufacturer's Declaration Form

M/s. Coal India Limited, Coal Bhawan,
Premises No. 4, Action Area IA, New Town, Rajarhat,
Kolkata-700 156, India
Dear Sir,

Sub: Supply of _____ (Name Make and Model of Machine) to be manufactured in India. Ref:
Tender No. _____ for supply of _____ machine.

We (Principal manufacturer) have decided to manufacture (Name and model of the machine or range of machine) in India. The manufacturing activity shall be taken up by M/s.....having Registered office at (Address)in their manufacturing facility at (Address of factory) who have submitted their bid against this tender.

In this regard, we certify the following:

1. That M/s----- (Name of Bidder) is having sufficient infrastructure and vendor base in India in addition to direct support from us to undertake the manufacturing as per our design and specification, quality assurance and testing of the machine in their works in India.
2. That the equipment being quoted by M/s _____ in this tender no. _____ shall be manufactured in India.
3. That the equipment along with spares and consumables to be supplied against this tender will have indigenous content of not less than 20%.
4. We have entered into a technical collaboration agreement/ license agreement with M/s (Name of bidder) for manufacturing of the above equipment (Collaboration Agreement/ license Agreement enclosed).

OR (Strike out whichever is not applicable)

M/s (Bidder) is our Indian Subsidiary/Indian Manufacturing Entity and we have sufficient Managerial control over the (Bidder) with respect to the manufacturing, testing & quality control and supply with respect to the quoted machine. (Copy of valid Legal Document/ Agreement i.e. MOU, Certificate of Incorporation as subsidiary of Principal Manufacturer to be enclosed for manufacturer quoting under Indian Manufacturing Entity of Principal Manufacturer).

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5. In the event of failure on the part of Indian Collaborator/Licensee/ Indian Subsidiary/ Indian Manufacturing Entity in fulfilment of contractual obligations or closure of Indian Collaborator/ Licensee/ Indian Subsidiary/ Indian Manufacturing Entity 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 Indian entity fulfilling the eligibility criteria stipulated in the tender document (including ATC), as applicable.
6. We undertake for the successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.
7. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.
8. We confirm our acceptance to be a signatory to the contract in case of acceptance of offer of our Indian Collaborator /Licensee/ Indian Subsidiary/ Indian Manufacturing Entity of Foreign Manufacturer.

(Signature) (Name) (Designation)(Seal)

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

Note:

- a. This letter of authority should be on the letter head of the principal Manufacturer and should be signed by a person competent and having the “Authority” to bind the principal 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 principal Manufacturer.
- b. Digitally Copy of their collaboration agreement / license agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least up to supply and commissioning of equipment.
- c. Digitally copy of MOU /Certificate of Incorporation as subsidiary of Principal Manufacturer to be enclosed for Manufacturer under Indian Subsidiary/ Indian Manufacturing Entity of Principal manufacturer.

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Annexure-4b

Manufacturer's Declaration Form (in case Manufacturer is quoting directly and has an Indian Agent for the tender)

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

Dear Sir

Sub: NIT/Tender No. dated xx.xx.2024

1. We, [name of manufacturer] are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and have submitted our offer. However, for the execution of certain activities against the tender, we have involvement of an Indian agent [Name & Address of Indian Agent]

2. We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the additional terms and conditions, Technical Specifications for the Goods and Services offered for supply against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.

3. In the event of failure on the part of Indian Agent in fulfilment of contractual obligations or change in Indian 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 Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent.

4. We also confirm that we have never been banned or delisted or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India
OR
We were banned or delisted or Put on Holiday by the organization named "-----
-----" for a period ofyear(s) effective from _to-----for (the reasons to be mentioned).

5. We also confirm that our Indian Agent of Indian Manufacturer, i.e. M/s
..... (name), has never been banned or delisted or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

The Indian Agent of the Indian Manufacturer, i.e. M/s (name) were banned or delisted or Put on Holiday by the organization named "-----"

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” for a period of ----- year(s) effective from ----- to
----- f
or

----- (the reasons to be mentioned).(Pl. strike out if not applicable)

6. 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 bid/Purchase Manual.

Dated this _____ day of _____ 20--(Signature)

(Name) (Designation)(Seal)

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

Notes:

1. 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.
2. Power of Attorney should be sufficiently stamped as per the laws of India, if executed in India.

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Annexure - 5

Pro-forma of Commissioning Certificate to be issued by the Purchaser after Successful Commissioning of Equipment

Ref. No.:

Date:

M/s
.....
.....

Sub: Certificate of Commissioning of Equipment

1. This is to certify that the equipment as detailed below has been received in good condition along with all the standard and special accessories in accordance with the Contract / specifications. The same has been installed and commissioned as detailed below:

(a) Contact No. _____ Date _____

(b) Description and Model of the Equipment

(c) Details of Commissioning:

Manufacturer's Equipment Sl. No.	Date of Commissioning (date/month/year) (DD/MM/YYYY)
----------------------------------	--

(d) Bill of Lading No. & Date

(for imported contract)

(e) Name of the Vessel / Transporter

(f) R/ R Consignment Note/ Challan No. _____
Date _____

(g) Date of receipt of last consignment of equipment

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(h) Name of the Project _____

(i) Name of the Consignee _____

2. Details of Accessories not yet supplied and recoveries to be made on that account : Sl. No.
Description Amount to be recovered
3. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment.
4. The supplier has fulfilled his contractual obligations for successful commissioning satisfactorily:

Or

The supplier has failed to fulfil his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)

5. The amount of recovery on account of non-supply of accessories and spares is given under paragraph number 2.
6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature (s) Name(s)

Designation(s) with Stamp

Explanatory notes for filling up the commissioning certificate by the Purchaser

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents / drawings pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the plant in time, i.e. within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the plant.

The commissioning certificate shall be signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of subsidiary company.

In the event of documents / drawings having not been supplied or installation and commissioning of the equipment having been delayed on account of the Supplier, the extent of delay should always be mentioned.

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Annexure - 6

Proforma for Equipment And Quality Control

Reference : CIL/Subsidiary Co. _____ Tender No. _
Date _____ for supply of _____

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

(Signature of Tenderer)

NB: Details against sl nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference

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Annexure-7

Details of Bidder

Sl	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.

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Annexure – 8

Format for 'No Claim / No Dispute Certificate' to be issued by Supplier

(On company letterhead)

To

..... (Name & address of the concerned subsidiary)

..... Company / Purchaser Company)

NO CLAIM / NO DISPUTE CERTIFICATE

Sub: **Contract no. ----- dated -----for the supply of -----to**

Subsidiaries of CIL

We have received the full and final settlement of all the payments due to us from _____ (Name of CIL's Subsidiary) for the supply of _____ Equipment SI no. ___ under the abovementioned contract, between CIL & us. We hereby unconditionally and without any reservation whatsoever, certify that, we shall have no claim whatsoever, of any description, on any account, against _____ (Name of CIL's Subsidiary), against aforesaid contract executed by us other than PBG for Equipment SI no. _____. We further declare unequivocally, that we have received all the amounts payable to us from _____ (Name of CIL's Subsidiary), and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract, as regards performance of the contract.

Yours faithfully,

Signatures of supplier or
officer authorised to sign the contract documents
on behalf of the supplier
(Company stamp)

Date: _____

Place: _____

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Annexure – 9

Format for Performance Certificate on completion of Trial Period

SATISFACTORY PERFORMANCE CERTIFICATE FOR [name of HEMM] DURING TRIAL PERIOD

<u>NAME OF THE SUBSIDIARY COMPANY</u>	EQUIPMENT TYPE:
PROJECT	EQUIPMENT MODEL:
AREA	EQUIPMENT SERIAL NO.
CIL CONTRACT NO.	DATE OF COMMISSIONING
SUPPLIER'S NAME	NAME OF MANUFACTURER ...

The details of yearly performance during trial period of [...] Years are furnished below:

Period		Year	Guaranteed Availability Percentage		Remark, if any
			Contractual Reqm.	Achieved	
FROM	TO	1st year			
		2nd year			

NB : This will start from re-commissioned date, if applicable, as per Clause [...]. Of SCC of the Contract

1. All contractual obligations during the period of trial i.e. 1st year to 2nd year have been fulfilled.
2. There is no financial claim pending during this trial period from (start date) to (end date) for recovery on account of the above referred contract.
3. The performance of the Equipment Sr. No. [...] Model [...] Make [...] name of HEMM [...] during the trial period is satisfactory.

The equipment is recommended to be considered “proven” from the 3rd year of operation onwards till completion of Contract, based on the above confirmation and consideration of operating and maintenance costs during the trial period.

This is subject to approval of Competent Approval of the [**concerned Director(Technical) of the Subsidiary**].

GM(Excv) Subsidiary HQ	GM Concerned Area	GM(Excv)/Incharge Concerned Area	GM(Excv)/Incharge Concerned Project
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Note :

- i) In case of unsatisfactory performance also, an appropriate certificate / report in the above format should be put up to [concerned Director(Technical) of the Subsidiary].
- ii) In case of more than one no. equipment in the Contract, the satisfactory / unsatisfactory certificate(s) as above should be compiled and put up for approval to [concerned Director(Technical) of the Subsidiary]

Additional Terms and Conditions

Check list of Technical Documents to be uploaded

The Bidder shall upload the scanned copies of the following documents:

Sl no.	Document	Clause Ref. No.
1	Documents towards Special Provisions	ATC Clause -3
2	Documents establishing bidders eligibility and qualifications, 17.A.(i),e),f),g), 17.A.(ii),e),f),g), 17.A(iii),g),h),i), 17.A.(iv) to 17.A(viii)	ATC Clause-17
3	Detailed schedule of all necessary oils, lubricants, fluids for the operation and maintenance of the equipment indicating the estimated annual consumption and specifying the appropriate international standard number or the name and the reference number of an equivalent available in India considered to be acceptable by the supplier, duly signed	Tech Specs, Part C, Clause-C.6.4
4	Quality assurance plan for various stages of manufacture complying with an Internationally recognized quality assurance standard such as ISO 9000 or its equivalent	Tech Specs, Part C, Clause-C.10.1
5	In case of any superseded or equivalent standards, offered against the IS/ISO standards indicated in the NIT, documentary evidence in form of copies of such superseded /equivalent standards certifying that offered standards are identical to the corresponding IS/ISO standards of NIT.	Tech Specs, Part D, Clause – D.2
6	Certificate from engine manufacturer for engine emission norms of the offered engine as stipulated in Clause D.4.1	Tech Specs, Part D, Clause – D.4.1.
7	(i) Technical Details of offered automatic fire detection and suppression system indicating the name of manufacturer, duly signed (ii) Certificate of Undertaking that, a valid test certificate (valid as on date of commissioning of equipment at site) shall be submitted at the time of supply of the equipment as per clause D.4.16	Tech Specs, Part D, Clause – D.4.16
8	(i) Technical Details of offered fire extinguisher indicating the name of manufacturer, duly signed (ii) Certificate of Undertaking that, a valid test certificate (valid as on date of commissioning of equipment at site) shall be submitted at the time of supply of the equipment as per clause D.4.17	Tech Specs, Part D, Clause – D.4.17

Additional Terms and Conditions

9	Technical Details of offered centralized automatic lubrication system indicating the name of manufacturer and Indian equivalent of the recommended lubricants, duly signed and stamped.	Tech Specs, Part D, Clause – D.4.19
10	Detailed design of Health Monitoring System	Tech Specs, Part D, Clause – D.6
11	Details of expected life of major assemblies before first overhaul as per table indicated.	Tech Specs, Part D, Clause – D.8
12	Self- certified information in respect of offered/ similar model of equipment supplied during last 10 years to be furnished as per the format given at clause – D.9.1, General (a).	Tech Specs, Part D, Clause – D.9.1 General (a)
13	Details of Special tools to be provided along with equipment, duly signed	Tech Specs, Part D, Clause – D.9.1 General (b)
14	Details of Erection programme, duly signed	Tech Specs, Part D, Clause – D.9.1 General (c)
15	Technical Details in respect of all the points covered under clause- D.9.2 (a) to (k) along with calculations, drawings and curves/ graphs etc. duly signed	Tech Specs, Part D, Clause – D.9.2
16	All values, information, description in respect of Clause – D.9.3 & all its sub-clauses from 9.3.1 to 9.3.13, duly signed	Tech Specs, Part D, Clause – D.9.3
17	Complete list of consumable spares and consumables required for first 12 months of warranty period from the date of commissioning of the equipment (without prices). This list is to be given per equipment.	Declaration to be given on letter head
18	Confirmation that they have quoted for spares and consumables under Spares Cost cap after warranty period for each year of operation from 2nd to 9th year of operation from the date of commissioning for each equipment in Indian Rupees in the BoQ template	Declaration to be given on letter head
19	Any other technical documents as sought in the bid	

Additional Terms and Conditions

Check list of Commercial Documents to be uploaded

The Bidder shall upload the scanned copies of the following documents:

Sl. No.	Document	Bid Clause Ref. No.
1	In case equipment manufacturer is quoting against the tender, documents indicated at clause- 17.A.(i) Commercial	ATC clause- 1.1(A)& clause-17.A (i) Commercial
2	In case authorized Indian Agent is quoting on behalf of manufacturer, Manufacturer's Authorization Form along with Power of Attorney	ATC clause- 1.1(B)& I, Sample Forms, Annexure-4.
3	In case authorized Indian Agent is quoting on behalf of manufacturer, documents indicated at clause-17.A.(ii) Commercial	ATC clause- 1.1(B) & clause - 17.A(ii)- Commercial
4	In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, Manufacturer's Authorization Form alongwith Power of Attorney	ATC clause- 1.1(C) & Sample Forms, Annexure-4.
5	In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, documents indicated at clause-17.A.(iii) Commercial	ATC clause- 1.1(C)& 17.A (iii) Commercial
6	Manufacturer's Declaration Form along with Power of Attorney, if applicable	Annexure-4a
7	In case a bidder has a collaboration / license Agreement, all the documents as per clause-17.A.(viii)	ATC, clause-2 & clause- 17.A(viii)
8	All / Any other documents establishing bidder's eligibility and qualifications from commercial side	Clause-17 (A) Commercial of ATC
9	Details of bidder as per format given in Annexure - 7	Annexure - 7
10	Pre-Contract Integrity Pact duly filled-in, digitally signed.	Annexure - 3
11	Any other Commercial Document as sought in the bid and as per GeM GTC	