

CONTRACT

Between

M/s Coal India Limited

And

M/s East India Infotech Pvt. Ltd., Kolkata (Lead Partner)

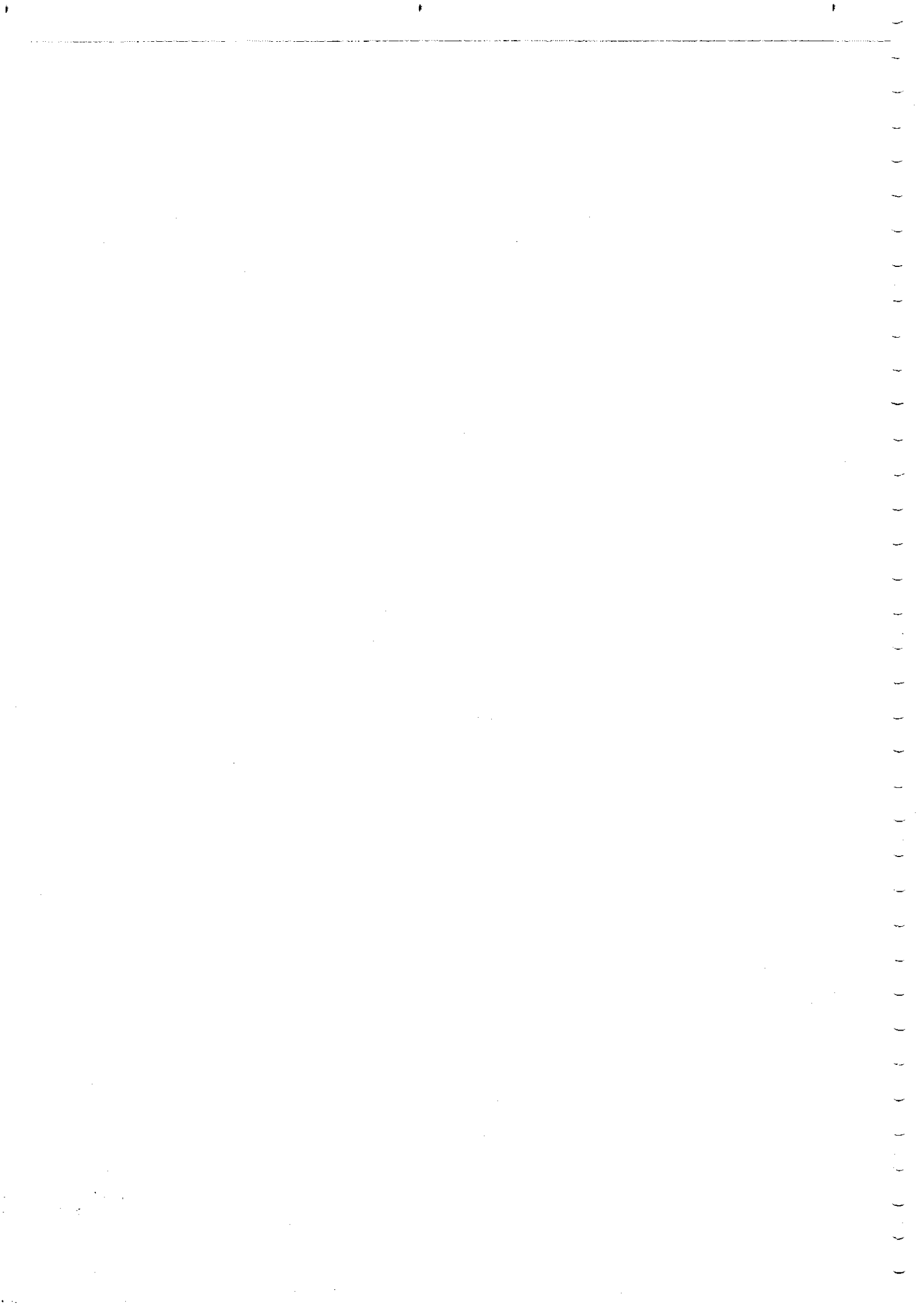
Under Joint Venture with

M/s Medulance Healthcare Pvt. Ltd., Delhi (Partner)

For

**Hiring of 2(two) nos Ambulances with Basic Life Support on
monthly rental basis for a period of 3 (three) years**

Contract no. CIL/C2D/IC-28/Hiring of Ambulance/157 dated 24.12.2019





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 882399

Agreement

This agreement is made on 24th Day of December 2019 between COAL INDIA LIMITED having its registered office at Coal Bhawan, Premises No.-04, Plot No.-AF-III, Action Area - 1A, New Town, Rajarhat, Kolkata-700156, (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and M/s East India Infotech Pvt.Ltd (lead partner of JV) having registered office at 40 Strand Road, 3rd floor, Room no.19, Kolkata-700001 who inter se are having Joint Venture with M/s Medulance Healthcare Pvt Ltd (partner of JV) having registered office at 7UB, Bungalow Road, Kamla, New Delhi, India - 110007 by the virtue of Joint Venture Agreement dated 15.11.2019, carrying on Business as Ltd. Co firms under the name and style "East India Medulance JV" (hereinafter called the 'said Contractor' & 'said Joint Venture' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tender ref: CIL/C2D/IC-28/19-20/Hiring of Ambulance/353 dated 25.10.2019 (Tender ID - 2019_CILHQ_153966_1) for the work of Hiring of Ambulance with Basic Life Support with factory fitted AC by original vehicle manufacturer on monthly rental basis along with driver and paramedics for 24 hours deployment for a period of 3 (three) years. and whereas the said Contractor/Firm/JV submitted tender vide bid ID 461547 dated 16.11.2019 for the said work and claimed exemption from Earnest Money on the virtue of being Micro/Small Enterprise firm and whereas the tender of the said contract has been accepted by the Company for execution of the said work for a total value of Rs.1,05,84,000.00 inclusive of GST (One crore five lakhs eighty four thousand only)

Contract no. CIL/C2D/IC-28/Hiring of Ambulance/157 dated 24.12.2019

A. Suman Ray
Sanjiv M
Director

Medulance Healthcare Pvt. Ltd

Director

B. Suman
K. Suman

নং ২৪-১ তার ২৭/০১/১১

মূল্য ২০০১ টাক

ক্রমিক নং

সং

থানা

ডাক্তার শ্রী

সং নং ১

থানা-শ্যামপুর

জেলা-হাওড়া

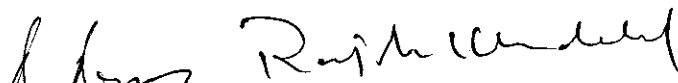
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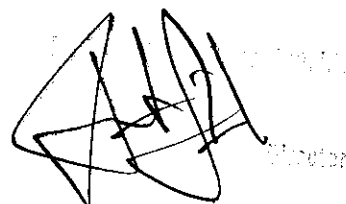
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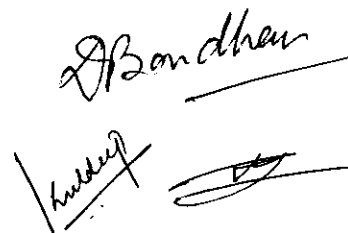
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are Annexures to this Agreement should be deemed to form and be read and construed as part of this Agreement viz.
 - i) Annexure I - Notice Inviting Tender including Conditions of Contract (Annexure C), Special Terms and Conditions of the Contract (Annexure D), General terms and Conditions (Annexure 6)
 - ii) Annexure II - The Techno-Commercial Bid, JV agreement, TPS and Price Bid submitted online vide Bid no.461547 dated 16.11.2019, shortfall documents submitted online submitted by M/s East India Infotech Pvt Ltd.
 - iii) Annexure III - CIL Letter of Acceptance vide ref no: CIL/C2D/Ambulance Hiring/LOA/2019-20/1032 dated 29/11/2019
 - iv) Annexure IV - Acceptance of LOA by the contractor vide EIPL/CIL/AH/JV/01 dated 06.12.2019
 - v) Annexure V - Other Specific details relating to modalities pertaining to operation of Ambulance Services.
- 3) In consideration for the payment of the sum of Rs.1,47,000/- (Rupees One lakh forty seven thousand) only inclusive of GST per month per ambulance or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described herein and to the extent of probable quantities as indicated in contract with such variations by way of alteration, addition to or reduction from the said works.
- 4) The contractor undertakes to submit a sum of Rs.10,58,400/- (Rupees Ten lakh fifty eight thousand four hundred) only as per format at Annexure 4 of NIT towards Performance Security Deposit within 15 days of this contract (in the form of demand Draft / Certified Cheque / B.G as per NIT requirement as 10% (ten percent) of contract landed value valid for a period of 3(three) years and 90 (ninety) days from the date of commencement of services and its acceptance, as per the terms & condition of the contract.

Contract no. CIL/C2D/IC-28/Hiring of Ambulance/157 dated 24.12.2019


Rishu Chandel
Director


Rishu Chandel
Director



Sandeep
Director

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

Signed, sealed and delivered by:

For the Purchaser

M/s Coal India Ltd


24/12/19

B. Biswas
Chief Manager (MM)

मुख्य प्रबंधक (सा.प्र.) / Chief Manager (MM)
सावनी प्रबंधन विभाग / M. M. Division
कोक इण्डिया लिमिटेड / Coal India Limited
कोलकाता / Kolkata-700 156

Witness

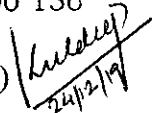

24.12.19.

Dr. Nandini De
Chief of Medical Services I/c

Dr. Nandini De
Chief of Medical Services
Coal India Limited

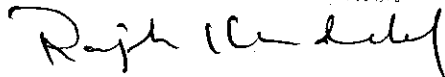
Rajarhat, Kolkata-700 156

P. Kuldeep
Deputy Manager(MM)


24/12/19

For Lead partner of JV

M/s East India Infotech Pvt.Ltd


Director

Rajesh Khandelwal
Director

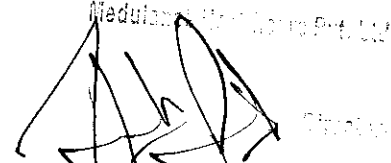
Witness



Tarun Ghosh

For partner of JV

M/s Medulance Healthcare Pvt Ltd


Director


Rajot Singh Arora
Co-Founder

Witness



Deepak Kumar Bardhan

Contract no. CIL/C2D/IC-28/Hiring of Ambulance/157 dated 24.12.2019

<p>COAL INDIA LIMITED (A MAHARATNA COMPANY) Coal Bhavan, Materials Management Division Premises No.04, Action Area 1A, New Town, Rajarhat, Kolkata – 700 156 Phone: 033-2324 4127, Fax: 033-2324 4115 Website : www.coalindia.in, E mail : gmmm.cil@coalindia.in</p>		<p>कोल् इंडिया लिमिटेड (महारात्न कंपनी) कोयला भवन सामग्री प्रबंधन विभाग, परिसर संख्या ४, एक्शन एरिया १ए न्यू टाउन, राजरहाट, कोलकाता- ७००१५६. फोन : ०३३-२३२४ ४१२७, फैक्स : ०३३-२३२४ ४११५ वेबसाइट: www.coalindia.in, ई मेल: gmmm.cil@coalindia.in</p>
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Tender No. CIL/C2D/IC-28/19-20/Hiring of Ambulance/353

Date: 25.10.2019

Notice Inviting Tender

Domestic Open e-tender cum Reverse Auction

for

Hiring of Ambulances with basic life support on monthly rental basis for a
period of three Years

[Handwritten signatures and initials]

Tender No. CIL/C2D/IC-28/19-20/Hiring of Ambulance/353 Date 25.10.2019 Page 1

SECTION I - Invitation for Bids

1. Coal India Limited, a Government of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Action Area 1 A, New Town, Rajarhat, Kolkata-700156, India invites online bids through its e-Procurement Portal <https://coalindiatenders.nic.in> from the eligible bidders for "Deployment and Operation of 2 nos. Ambulances with Basic Life Support on monthly rental basis for 3 years along with trained driver and experienced medical technician / para-medics to provide 24X7 Ambulance Service through dedicated contact numbers at Kolkata." as described in NIT.
2. The tender document shall be available on the website of Coal India Limited (www.coalindia.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such tender document shall be considered valid for participating in the online tender on CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>).
3. There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.

4. Details of tender

1	Tender No.	CIL/C2D/IC-28/19-20/Hiring of Ambulance/353 Date: 25.10.2019
2	Type of Tender	Domestic E-Tender with Reverse auction
3	Estimated value of Tender	Rs.131.35 lakhs
4	Earnest Money Deposit	Rs.2,62,700/-
5	Cost of Tender/ Tender Fee	NIL
6	Subject	Hiring of Ambulances with basic life support on monthly rental basis for a period of 3(Three) Years
7	e-Publishing date of Tender	25.10.2019
8	Downloading of Tender Document:	
	(i) Starts on	25.10.2019 From 16.00 hours (IST)
	(ii) Closes on	16.11.2019 Upto 16.00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	25.10.2019 From 16.00 hours (IST)
	(ii) Closes on	01.10.2019 Upto 16.00 hours (IST)
10	Pre bid Meeting	Not applicable
11	Online Submission of offers:	
	(i) Start Date and Time	25.10.2019 From 16.00 hours (IST)
	(ii) Last Date and Time	16.11.2019 Upto 16.00 hours (IST)
12	Due date of Opening of Tender	18.11.2019 At 11.00 hours (IST)
13	Due date and time for Start of Reverse Auction	Reverse Auction will start within 2 hours of actual opening of tender.

5. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
6. Bids must be submitted online before or upto the scheduled time and date as mentioned in IFB. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bandh", the due date for opening of bids will be the following working day at

the scheduled time.

7. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bandh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
8. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

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

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

[Handwritten signatures]

[Handwritten signature: P. Budhan]
[Handwritten signature: Nandini D]
[Handwritten signature]

SECTION II - Instructions to Bidders (ITB)

Instructions To Bidders (ITB)

1. Requirements for participation in e-tender:

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

- a) PC connected with Internet (For details, visit link "Bidders Manual Kit" on home page of CIL's e-Procurement portal <https://coalindiatenders.nic.in>) It will be the bidder's responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, the Purchaser shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Enrolment with CIL's e-Procurement portal <https://coalindiatenders.nic.in> The online enrolment of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or its duly authorised person having DSC indicating name of firm as that of bidder. It shall be the responsibility of the bidder to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Class II or Class III Digital Signature Certificate (DSC) issued by a Certifying Authority authorised by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA.

2. Help for participating in e-tender:

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

3. Communication:

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

4. Cost of Bidding:

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

5. Clarification of Bid Documents and Last date for submission of Bid:

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the deadline for the online submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal.

Bids must be submitted along with all supporting documents in the CIL e-procurement portal online before or up to the scheduled time and date as mentioned in ITB.

6. Due date of opening of Bid:

Bids will be opened online at the scheduled time on the due date of opening as mentioned in IFB. In the event of the scheduled due date of opening of bids being declared as a closed holiday for purchaser's office or due to Force Majeure reasons, the due date for opening of bids will be the next working day at the scheduled time.

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7. Extension of due date of tender:

CIL reserves the right to extend the due date of tender as deemed fit on case to case basis by issue of corrigendum through portal. Further, if at least 3 bids are not received within originally stipulated due date, the due date shall be extended by 2 (two) days by the portal automatically. In case even after one extension of due date by 2 (two) days, less than 3 bids are received, the due date shall again be extended by another 5 (five) days by the portal automatically. If, even after granting two extensions (2 days + 5 days), less than 3 bids are received, the tender shall be opened without further extension. Separate paper publication of corrigendum for extending the due dates shall not be made. In case no offer is received after granting two extensions (2 days + 5 days), the tender will be cancelled.

8. Language: The language of the bid shall be English. All documents enclosed should also be in English language. In case the original document is in a different language, self-attested English translation with signature and stamp of the authorised signatory of the bidder who has signed the LOB, shall be furnished.

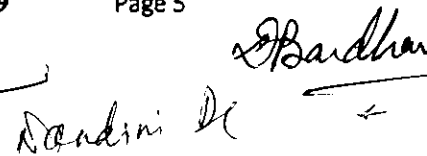
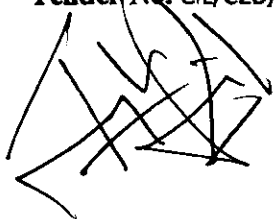
9. Earnest Money Deposit: The bidders are required to deposit Earnest Money (EMD) of INR 2,62,700 (Indian Rupees Two Lakhs Sixty Two Thousand Seven Hundred Only) within the due date and time for submission of online offer, failing which the offer is liable for rejection. For details, please refer to Clause -2, Commercial Section of the NIT.

10. Letter of Bid (LOB) : The format of Letter of Bid (LOB) as given at Annexure-1 will be downloaded by the bidder and will be printed on Bidder's letter head and duly Signed by a person competent and having the "Authority" / "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Authority" / "Power of Attorney" are to be uploaded during bid submission in Cover- I. This will be the covering letter of the bidder for his submitted bid.

The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection. These documents are to be uploaded in folder named "LOB Docs" provided in the e procurement portal.

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

11. Submission of Forged/Tempered Documents: Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, Purchaser, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, Purchaser reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to Purchaser on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect/forged/tampered in any way, the total responsibility shall lie with the bidder and the Purchaser reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in the Purchaser's organization. The penal action may include termination of contract / forfeiture of all dues including EMD/ SD cum PBG/ banning of the firm along with all partners of the firm as per



extant provisions of the Purchase Manual of CIL/ Law. Further, suitable action may be taken for claiming damages from the bidder.

12. Methodology for online Submission of Bids

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

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

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

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

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

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

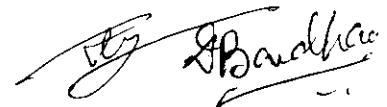
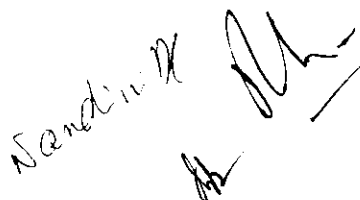
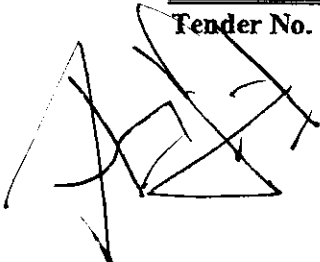
13. Other information regarding BOQ / price bid: In case of taxes and duties like GST etc., the applicable rate of these duties in terms of percentage is to be entered in the relevant fields. The calculation shall remain protected and the bidder cannot enter any data in those fields. The applicable rates of these elements in terms of percentage shall also be declared in "TPS" sheet of the Excel file, uploaded for this purpose.

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

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

15. Reverse Auction Process:

On the scheduled date and time of tender opening, both Techno-Commercial Bid (Cover-I) and Price-Bid (Cover-II) will be opened on-line. Upon opening of the bids, system will automatically evaluate particulars as contained in TPS and GTE, BOQ and all other documents uploaded by eligible bidders will get opened. After opening of the bid, System calculates L1 price of requirement mentioned in this NIT automatically as per clause- 17 of Commercial section



of the NIT. A reverse auction platform will be created with the lowest price obtained through BOQ (Price bid) as "Start bid price". No bidder will be allowed to quote higher than "start bid price" in the Reverse Auction. No indication will be available in the portal to anybody regarding number of bids and names of the bidders. The Reverse Auction will start within 2 hours from actual time of opening of tender and same will be intimated through SMS and e-mail by the e-procurement system. However, bidders are requested to check the details in dash board in the "MY AUCTION" or "live Auction List" tab.

16. There will be no participation fees for e-Reverse auction.
17. Only such bidders who have been found techno-commercially qualified as per declaration given in TPS, which is evaluated by the e-procurement system will be permitted to participate in the reverse auction.
18. The L1 price / start bid price is net landed / cost to the company price after deducting INPUT TAX Credit, etc on which the auction will be initiated. At the end of reverse auction, the L1 bidder has to submit break up of prices confirming to the lowest net landed Price quoted by him in the reverse auction.
19. The decrement value will be displayed against the item during the reverse auction process, Bidders are required to lower their bid in multiple of the decrement value.
 - i. The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
 1. For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
 2. For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.
 3. For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.
 4. For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off will be made to nearest 1,000; and so on
 - ii. The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower.

This shall be worked out as under:

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

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

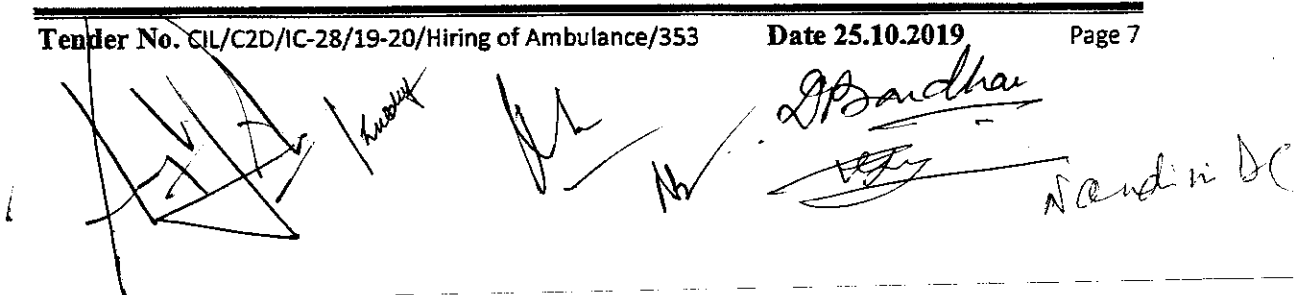
DV1= Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range)

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

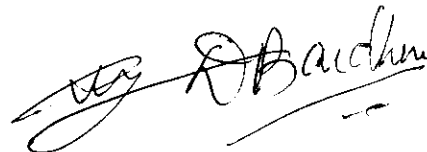
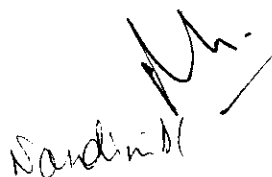
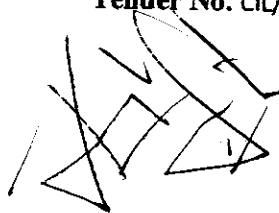
If the start bid price is Rs.21000 and decrement value is Rs.100, the maximum seal percentage will be 2% of 21000 i.e. Rs.420 and upper range of reduction shall be Rs.520 (100+420). However, as reduction has to be in multiples of decrement value, maximum reduction that can be offered by the bidder will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

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

20. During the reverse auction process, bidders shall not be allowed to bid equal to or higher than the lowest bid received till that time from any bidder.



21. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
22. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
23. System provides bidder details along with bid documents at the end of reverse auction process.
24. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
25. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
26. The bid history shall reflect only the net landed price. The net landed price shall also not be same for two bidders even if any bidder makes such an attempt.
27. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder.
28. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
29. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
30. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders will be published. All bidders will have the facility to see and get a print of the same for their record.
31. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering into a contract.
32. Break-up of price: The break -up will be sought through confirmatory link and the successful bidder shall upload break-up of price online through confirmatory link, after reverse auction in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less. In case the L-1 bidder fails to submit the break-up of landed price within stipulated period, the Purchaser will be at liberty to place order on the basis of the break-up of the e-price bid submitted by the bidder along with the initial offer , proportionately reduced and the same will be binding on the bidder. The break -up of prices should be uploaded in confirmatory documents.
33. INPUT TAX Credit will be considered for determining the status of the bidders.
34. In case of disruption of service at the service provider's end while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices



quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

35. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
36. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
37. Scanned copy (PDF) of supporting documents duly signed and stamped should be uploaded in the Folder provided for this purpose. However, CIL reserves the right to verify such documents with the original, if necessary. Bidder has to submit the originals to CIL on demand.
38. Apart from copies of supporting documents like performance report, Order copies, ISO certificate etc, no additional document containing response to the terms of the NIT should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet shall be ignored.
39. In case the Tenderers submit self-attested and stamped copies of registration certificate of NSIC, License from BIS and approval certificate issued by other Independent Statutory Bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public which shall be accepted as an authentic document.
40. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer will be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection.
41. CIL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.
42. CIL reserves the right to shorten/extend the period for supply of materials while concluding the contract.
43. CIL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.
44. Information/documents are to be furnished serial wise of the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
45. All notices to the bidders shall be sent by e-mail only during the process of finalisation of tender by CIL as well as e-procurement portal. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail id and mobile no. of authorised representative at Instruction to Bidders for communications through e- mails / SMS alerts (if any).
46. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the last date and time of bid submission.

Send with

47. No modification of the bid or any form of communication with CIL or submission of any additional documents, not specifically asked for by CIL, will be allowed and even if submitted, they will not be considered by the purchaser.
48. In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CIL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by CIL.
49. Bidders shall offer quantity and price for the tendered item only in terms of the unit as indicated in tender. Offers made with wrong units shall not be considered.

50. Purchase Preference under 'Make in India' Policy

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

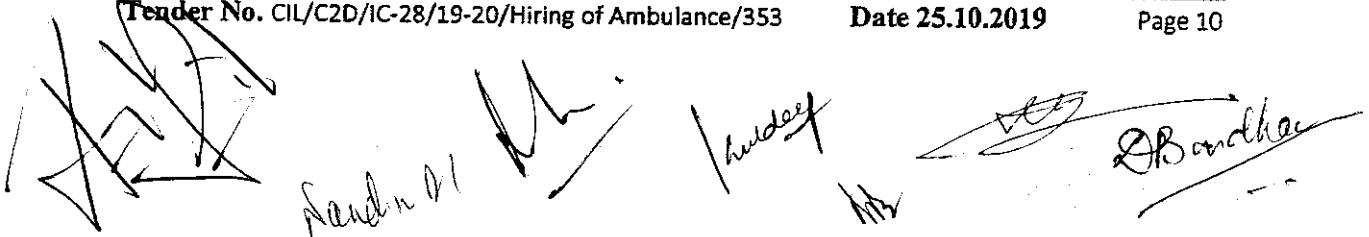
50.1 In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner for each item:

- i Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
- ii If L-1 is not from a local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible supplier fails to match the L-1 price or accept less than the offer quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local supplier, than such balance quantity may also be ordered on L-1 bidder.

50.2 The definitions of 'Local Supplier', 'Local Content' and 'Margin of Purchase Preference' are as follows:-

- A. 'Local Supplier' means a supplier whose product offered for procurement meets the minimum local content of 50 %.
- B. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- C. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

50.3 Verification of local content :

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a signature in the middle, and a signature on the right that appears to be 'S. B. Bandha'.