

**Eastern Coalfields Limited**

(A subsidiary of Coal India Limited)

Office of the General Manager, Bankola Area

P.O.: Ukhra, Dist. Burdwan (WB); PIN-713363

website: [www.easterncoal.nic.in](http://www.easterncoal.nic.in); CIN - U10101WB1975GOI030295**NOTICE INVITING TENDER  
(Single bid system)****Domestic open e-tender for procurement of Methane Sensor****Tender No. AS-VI/ENQ/18-19/Methane Sensor/519****Date: 26.09.2018**

- 1 Offers are invited from Indian firms for supply of items/stores as per itemwise requirement listed at annexure-2 through on line bidding process.
- 2 The key indicators of the tender is given below,

SI	Key indicator	Details
1	Tender value	Rs.9.51 Lakh
2	EMD	Rs.19020/-
3	Tender Fee	NIL
4	Reverse auction of prices	Applicable/not applicable
5	Tendered items- Input Tax Credit	Eligible
6	GST registration of bidder	Compulsory
7	GST unregistered firm	Not allowed to participate

- 3 Time schedule of the tender shall be as under,

SI	Event list	Date	Time
1.	Tender publishing date in CIL portal	09.10.2018	At 10.00 hrs IST
2	Document download start date	09.10.2018	From 11.00 hrs IST
3	Document download end date	30.10.2018	17.00 hrs IST
4	Seek clarification start date	09.10.2018	From 11.00 hrs IST
5	Bid submission start date	09.10.2018	From 11.00 hrs IST
6	Seek clarification end date	15.10.2018	Upto 11.00 Hrs IST
7	Furnishing clarification end date	22.10.2018	Upto 11.00 Hrs IST
8	Bid submission closing date	30.10.2018	17.00 hrs IST
9	Bid opening date	31.10.2018	11.00 hrs IST
10	Reverse auction date, if applicable	To be intimated afterwards by portal.	

- 4 The complete tender document shall be available in the CIL's e-procurement portal <http://coalindiatenders.gov.in> for downloading and submission of offer. The complete tender document shall also be available on the web site [www.easterncoal.gov.in](http://www.easterncoal.gov.in) and Central Public procurement portal (<http://eprocure.gov.in> ) for downloading only.
- 5 There will be no physical/manual sale of tender document. There is no tender fee and the bidders can download the tender document free of cost from any of the websites mentioned above.
- 6 There is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum/clarification uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum/ clarification to this NIT (if any) will be sent to tenderers who have down loaded the documents from website.
- 7 **GST shall be charged or paid in all financial transactions wherever GST is applicable.**
- 8 This tender document is further divided into following annexures,

1	Annexure-1	Instruction to bidders
2	Annexure-2	Technical section
3	Annexure-3	Commercial section
4	Annexure-4	General Terms and Conditions for supply of stores
5	Annexure-5	Format of security deposit bank guarantee(SDBG)
6	Annexure-6	<del>Format of performance bank guarantee(PBG)</del>
7	Annexure-7	<del>Format of security cum performance bank guarantee</del>
8	Annexure-8	<del>Format of Integrity Pact</del>
9	Annexure-9	Format of Letter of Bid
10	Annexure-10	Format of mandate form for providing bank details

9. The interested bidders are requested to study the above annexures carefully and submit their offer accordingly.

For and on behalf of Eastern Coalfields Ltd

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**Annexure-1****INSTRUCTION TO BIDDERS**

(to be accepted by bidders)

1. The offers have to be submitted online through the e-procurement portal <http://coalindiatenders.gov.in>. The tenderer shall enroll on the above portal and follow the procedure laid therein for submission of offer. The On line Bidder Enrollment is free of cost and one time activity only.
2. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website of <http://coalindiatenders.gov.in> failing which the offer is liable for rejection. Bidders should download the complete NIT including the annexures and read carefully before filling the details and uploading the documents.
3. **Requirements for Bidders,**
  - a) PC connected with internet.
  - b) Enrollment of Bidders in e procurement portal <http://coalindiatenders.gov.in>
  - c) The Bidder should possess a Class-2 or Class-3, Digital Signature certificate (DSC) issued by a licensed Certifying Authority (CA) authorized by Controller of Certifying Authority (CCA) which can be traced upto the chain of trust to the Root Certificate of CCA.

Further details may be seen from subsection i.e. “Resources Required” under the “Downloads” section of the homepage of the portal <http://coalindiatenders.gov.in>.
4. **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 24 x 7 Toll Free No. 1800 233 7312 or from Mr Rajib Srimany, FMP/ Mr Sayed Maruf Ahammad Kirmani, FMP posted in MM Deptt, ECL at Email: [eclmmeprocurement@gmail.com](mailto:eclmmeprocurement@gmail.com) & Mobile No. 7044350370/7278770599.
5. **User Portal Agreement**  
The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.
6. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self certified English translation must be furnished.

7. **Communication:** All communication sent by ECL as well as the e-procurement portal thro' post/fax/e-mail shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number. All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by ECL as well as e-procurement service provider. Hence the bidders are required to indicate their valid corporate e-mail- id and mobile no. of authorized representative for communications through e- mails / SMS alerts (if any)
8. The offers are to be submitted on line through CIL's e-procurement service provider portal in Single bid system having two covers —**Technical Cover and Finance cover.**
9. **Technical Cover:** Technical Cover shall contain information; documents sought in technical and commercial sections of the NIT alongwith acceptance of technical & commercial terms of the NIT, but shall not contain the price. The Technical Cover shall consist of the following templates and folders available in the portal which shall be downloaded and subsequently shall be uploaded by the bidder after filling the same.
- Technical Parameter Sheet (TPS) - an excel file(password protected) having two sheets, namely "**TPS-Technical**" and "**TPS-Commercial**" for uploading technical data and commercial data respectively as per NIT requirements.
  - General Technical Evaluation (GTE) - template built in the e-procurement portal;
  - LOB DOCS folder - for uploading Letter of Bid
  - TECHNICAL DOCS folder -- for uploading documents sought in the technical section of NIT (annex-2),
  - COMMERCIAL DOCS folder --for uploading documents sought in the commercial section of NIT (annex-3),
10. **Pre Contract Integrity Pact (for tender value exceeding Rs 2 crore):** The bidders have to sign the Integrity Pact enclosed with NIT. The Bidders will have to upload a scanned copy of Integrity Pact dully filled-in, signed and stamped (on each page) along with their offer, failing which their offer will not be considered. The tenderer must sign and stamp all pages of Integrity Pact and positively put name and designation of the signatory and witnesses at the last page of the Integrity Pact. In terms of section-6 of the Integrity Pact, the Independent External Monitor(IEM) nominated for this tender shall be
- Shri Sudhir Kumar, B-128, Triveni SFS, Sheikh Sarai-1, New Delhi -1100017, email: stomar2@mail.com,
  - Sri Rakesh Jaruhar, Sector-B/9, Flat No.6457, Vasant Kunj, New Delhi -110070, email: [rakeshjaruhar@hotmail.com](mailto:rakeshjaruhar@hotmail.com).
- The scanned copy of **Integrity Pact** should be uploaded in the Folder named "COMMERCIAL DOCS" provided in the e procurement portal.
11. Scanned copy (PDF) of supporting documents duly signed and stamped should be uploaded in the Folders provided for this purpose. However, ECL reserves the right to verify such documents with the original, if necessary and bidder has to submit the originals to ECL on demand.
12. No additional documents except those required by NIT, 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.
13. **Letter of Bid (LOB):** The bidder shall furnish the letter of bid in the format enclosed at annexure-9 in their company letterhead. The LOB should be signed by an authorized person of the company. The signatory of the LOB should bid online with the DSC issued

in his name. If the Online bidder(DSC holder) is a different person from the signatory of LOB, then authorization in favour of DSC holder would be required as detailed in LOB, Note-2. Scanned copy of the signed LOB alongwith authorization of DSC holder (if required), should be uploaded in the folder “LOB DOCS”.

14. **Finance cover:** Finance cover shall be the price bid termed as “Bill of Quantity (BOQ)” in the portal. The Price-Bid format containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available in e-procurement portal. This will be downloaded by the bidder who will quote the rates, taxes etc. for the offered items and the bidder will upload the same excel file during bid submission in the portal.
15. In case the tenderers submit self-attested and stamped copies of registration certificate of DGS&D/ NSIC, License from BIS and approval certificate issued by DGMS/other independent statutory bodies of Govt. along with the tender, such documents should be duly attested by Notary Public which shall be accepted as an authentic document. Such documents should be valid on the date of opening of tender else the offer shall be considered invalid.
16. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable.
17. 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 end date of bid submission.
18. **Extension of due date of tender:** ECL reserves the right to extend the due date of tender as deemed fit on case to case basis by issue of corrigendum through portal. Extension of tender submission date in case of number of bids received are less than three, initially by two days and thereafter by five days will be done automatically by the system. In case no offers are received, the tender will be cancelled by uploading a corrigendum.
19. **Amendment of tender:** ECL reserves the right to re-tender/cancel a tender or amend the tender details at any time before due date of tender by issue of corrigendum through portal. Any such corrigendum shall be accompanied with a minimum 10 days extension of the due date of tender.
20. **Clarification:** The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in the tender. The clarifications may be asked from the next day of e-publication of NIT. The last date for seeking clarification will be up to 15(fifteen) days before the last date of submission of bid and the last date of giving clarification on line will be 7 (seven) days before the last date of submission of bid. However the time schedule mentioned in the 1<sup>st</sup> page shall prevail ultimately.
21. **Opening and Evaluation of Bids for tender value less than Rs 1(one) crore.**

- 21.1 On scheduled date & time of tender opening and upon opening of the tender by the bid opening team, System automatically evaluates particulars as contained in GTE and TPS.
- 21.2 Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices is generated by the system.
- 21.3 Supportive documents of L-1 bidder, shall be downloaded for evaluation by the TIA.
- 21.4 After evaluation of the uploaded documents, confirmatory documents, if required, are sought from the L-1 bidder. For this purpose, maximum 2 chances, each of 10x24 hours duration shall be given.
- 21.5 If the techno-commercial acceptability of L-1 bidder and also the non-L1 MSE firms (if any) is established upon verification of uploaded documents and confirmatory documents if any, the case shall be considered by the tender committee. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.
- 21.6 If the qty offered by L1 bidder is less than tender qty, then the supportive documents L2 bidder shall also be downloaded and the same process as above shall be repeated to cover the entire tender qty. This process continues sequentially till full tender qty is covered.
- 21.7 If the L-1 bidder is not a MSE/Ancillary of ECL, supportive documents of other bidders who did not submit EMD, shall also be downloaded for identification of MSE /Ancillary firms and the same process as above shall be repeated for MSE/Aancillary firms to allow purchase preference to MSEs/Ancillaries as per NIT.

**22. General guidelines and Process Flow for Tender cum Auction—applicable only for tender value Rs 1(one) crore and above:**

Tenders issued from ECL(Hq) having tender value of Rs.1.00 Cr and above shall follow reverse auction process as under;

- 22.1 Reverse Auction will be initiated after opening of price bids, as detailed above in case of normal tenders.
- 22.2 There will be no participation fees for e-Reverse auction.
- 22.3 Upon opening of the price bids, a reverse auction platform will be created, displaying only the itemwise L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
- 22.4 System displays L1 composite evaluated price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. L1 composite evaluated price will be the start bid price for tenders for goods. The BOQ shall be designed taking into consideration *Input Tax Credit*, as applicable, so that it is reflected in the composite evaluated price.

- 22.5 The start bid price is the L1 composite evaluated price on which the auction will be initiated. The bidders shall quote only the composite evaluated price during the reverse auction. At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest composite evaluated price quoted by him in the reverse auction.
- 22.6 The Reverse Auction shall start within 2 hours of opening of bids. The Reverse Auction schedule 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.
- 22.7 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 the reverse auction or less.
- 22.8 The detailed Break-up of offered landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The L1 bidder after reverse auction will be responsible to ensure that the landed rate as per the break up of prices provided by him after the reverse auction and the L1 landed rate offered by him in the reverse auction is exactly same, otherwise it may be treated as withdrawal of offer and will attract penal action. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the L1 bidder fails to submit the break-up of landed price within stipulated period, the Company will be at liberty to place order on the basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.
- 22.9 **Reverse Auction quote in Local Competitive Bidding(LCB):** In order to evaluate the offers on equal footage, the price quote in the Reverse auction would be the FOR Destination price, which should include all the components of Taxes and Levies applicable, Freight, Insurance etc as per the pricing schema given in the BOQ.
- 22.10 The decrement value will be 0.5 % of the start bid price with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. 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.

In order to have ease of submission of reverse auction bid by the bidders, decrement value may be rounded off to nearest value as under:

- (a) For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
- (b) For decrement values from Rs.11/- to Rs.100/-, rounding off may be made to nearest 10.
- (c) For decrement value from Rs.101/- to Rs.1,000/-, rounding off may be made to nearest 100.
- (d) For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off may be made to nearest 1000. and so on .....

For cases where the unit rate is low and quantum of item is huge, if the decrement value in terms of 0.5% works out to be in paise and rounding off to nearest rupee, would be much higher than 0.5% of start bid value, the unit of measurement may be adjusted in such a way so that decrement value may remain in the range of 0.5% or Rs.1/- whichever is higher.

- 22.11 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.
- 22.12 System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
- 22.13 System provides bidder details along with bid documents at the end of reverse auction process.
- 22.14 The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- 22.15 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.
- 22.16 Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- 22.17 The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- 22.18 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. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- 22.19 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.
- 22.20 On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- 22.21 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 ECL will form a binding contract between ECL and the bidder for entering into a contract.
- 22.22 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.

22.23 In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

22.24 Supportive documents of L-1 bidder only, shall be downloaded for evaluation by TIA. Subsequently, the steps enumerated at sl 21.4 to 21.7 shall be repeated.

23 **Penalties for defaulting L1 bidder:** The following penalties shall be imposed on the defaulting bidders who after attaining the L1 position fails to comply with NIT techno-commercial requirements

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter for part of items for which he is L-1	50% of EMD amount or Rs.1.00 lakh, whichever is lower is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
(ii)	L-1 bidder is a defaulter for all items for which he is L-1	100% of EMD amount or Rs.1.00 lakh, whichever is lower is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates.
(iii)	L-1 bidder happens to be a defaulter in 2 tenders issued by the same procurement entity within a span of 1 one year	100% of EMD amount of 2nd tender is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year.

24 The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring actions may not be made for their spares in order to ensure no disruption in supply of such spares.

25 The submission of forged document, if any, by the bidder (s), shall be dealt as per extant guidelines of the Purchase manual.

## 26. Confirmatory documents

ECL may ask for confirmatory documents from the L1 bidder as explained under the 'Process Flow' noted above. For this purpose, maximum 2 chances, first chance of 7(seven) days and second chance, if required, for 5(five) days duration shall be given. However, no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with ECL or submission of any additional documents, not specifically asked for by ECL, will be allowed and even if submitted, they will not be considered by the purchaser.

In case of reverse auction, the L1 bidder emerging after reverse auction has to upload the break up of Landed Prices in the confirmatory documents which will be sought by ECL through portal after the reverse auction.

It will be the bidder's responsibility to check the updated status / information on their personalized dash board at least once daily after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will re-upload the requested documents within the specified period and no additional time will be allowed for on-Line submission of documents.

However, if due to some technical problems, uploading of the confirmatory documents online is not possible, then the same will be allowed to be submitted off-line, giving suitable instruction and time limit to the bidder for submission of the shortfall documents.

27. 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.
28. ECL reserves its right to physically and by any other method (as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of Business of the tenderer as per extant provisions and rules of Purchase Manual..
29. All the documents submitted should be genuine and authentic. If at any point of time during the procurement process or subsequently, it is detected that the documents submitted are forged/tempered in any way, the total responsibility shall lie with the bidder and ECL shall have full power to exercise its option to reject the offer and/or ban the firm in ECL for future tenders as per extant provisions and rules of Purchase Manual.
30. In case of any technical mistake in online offer and NIC confirming that there is no fault from their side, then ECL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by ECL.
31. **Jurisdiction of Courts:** Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Asansol court, INDIA.
32. **Settlement of commercial disputes between Central Public Sector Enterprises(CPSE) inter se and CPSE(s) and Government Department(s)/Organisation(s)- Administrative Mechanism for Resolution of CPSEs**

**Disputes.**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises(CPSEs)/Port Trust inter se and also between CPSEs and Government departments/ Organisations( excluding disputes concerning Railways, Income tax and Excise Department) such disputes or difference shall be taken up by either party for its resolution through AMRCD. The dispute resolution mechanism shall be as per O.M.No.F.No.4(1)/2013-DPE(GM)/FTS-1835 Date.22.05.2018 issued by Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises, GOI.

33. ECL reserves the right to reject or accept the any offer or withdraw the tender in full or part as the case may be without assigning reason thereof.
34. ECL reserves the right to short close the contract in case of breach of terms and conditions of the contract by the supplier.
35. The e-procurement shall be guided by the provisions of CIL e-procurement guidelines circulated vide no CIL/C2D/e-Procurement Guidelines/2013/1859 dated 25.02.2013 and no CIL/C2D/E-Procurement Guidelines/NIC/2016/1285 dated 08.01.2016, No. CIL/C2D/E-Procurement Guidelines/HEMM/2017/47 dated 11.04.2017, No. CIL/C2D/E-Procurement Guidelines/HEMM/114 dated 25.04.2017 and its subsequent amendments which are available in the CIL website [www.coalindia.in](http://www.coalindia.in).
36. The e-procurement shall also be guided by the provisions of CIL Purchase Manual and its subsequent amendments which are available in the CIL website [www.coalindia.in](http://www.coalindia.in).
37. In their own interest, the bidders are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. ECL shall not be responsible, if bids could not be uploaded due to such local problems at the bidders end.
38. In the event of the Bid opening date being declared as a holiday in purchaser's office or a "Bundh/Strike" etc has been declared on that day, the bids shall be opened on the next working day at the scheduled time.
39. Notwithstanding anything contained hereinabove, ECL reserves the right to follow any guideline or instruction received from the Government or any statutory body from time to time.

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**Annexure-2****Technical Section**

1. The bidder shall indicate the offer qty, make and model of the item offered, furnish acceptance of the terms and conditions and information/data as per “Technical Section” of the NIT in the “**TPS-Technical**”. The TPS will be available on CIL’s e-procurement portal. This will be downloaded by the bidder who will furnish all the required information on this Excel file. The Bidder is required to put values under the column “BIDDER’S VALUE” in TPS. The TPS filled by the bidder must show “COMPLIED” status for at least one of the items quoted by them, otherwise the bid shall be rejected by the system.
2. The scanned copies of all the supporting documents required as per the technical section shall be uploaded in the folder “TECHNICAL DOCS” provided in the portal.
3. Item wise tender qty/ Off-take value (to be indicated by technical dept)

Sl	Item description	Application	Tender qty/ Off-take value (unit)
01.	DGMS approved methane gas sensor/transmitter	For fitting on different equipments used to extract or load coal	5 Nos.

#### 4. Offer w.r.t. fixed quantity contracts

Item wise offer quantity shall be indicated in the TPS uploaded in the e procurement portal subject to fulfilment of following conditions.

- a) **For Equipments:** The bidder should be in a position to supply in specified delivery period at least 50% of the total quantity / number for which bid has been issued.
- b) **For items other than equipments:** The bidder should be in a position to supply in specific delivery period at least 50% of the total quantity for which bid has been issued. Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive.

**5. Offer w.r.t. rate contracts (RC):** In case of Rate Contract the tenderer has to accept 25 % of the off-take value of RC indicated above. Supply Orders shall be placed by DDO's against this RC on 'as and when required' basis within the off-take value allocated to such DDO. The quantity will vary as per individual purchase order issued by the DDO'S which have to be supplied by the RC holder. However the total value of orders placed against the RC shall not exceed the off-take value of the RC:-

**6. Delivery schedule:** Delivery should be on FOR destination (Door Delivery) basis to be completed within 60 days from the date of issue of purchase order by DDO. Early delivery shall be accepted. In order to meet urgent demands as well as for timely supply of material against this RC at any time during its currency, RC holder will be required to maintain a sufficient stock of these items covered in the scope of supply. It will be obligatory on bidder's part to supply the materials as early as possible. The purchaser will not be responsible to take over any quantity left over with the RC holder after termination of the contract.

**7. Consignee/ Direct Demanding Officer:** General Manager, Bankola Area or his representative of will be the Direct Demanding Officers . Consignee & Paying Authorities shall be as mentioned by DDOs in the orders.

**8. Supporting documents:** Photocopy, duly notarized of following documents, should be scanned and uploaded with the offer. Invalid certificates shall not be considered for evaluation purpose (~~tender specific list shall be drawn by technical dept~~).

- a) DGMS approval certificate
- ~~b) BIS license~~
- ~~c) ISO certification series if applicable~~
- ~~d) Department of Telecom Approval Certificate~~
- ~~e) Test report from any Govt./ Govt. approved Test House / NABL accredited Laboratory .~~
- f) ECL ancillary registration certificate, if the tenderer is registered as an ancillary of ECL for the tendered item
- g) The proof of being startups as per definition as per annexure-A of ACTION PLAN FOR START UPS INDIA as available in the website of DIPP, Ministry of Commerce and Industry for tendered item issued by any statutory authority

9. The offered specifications should match the tendered specifications failing which the offer shall be liable for rejection. The technical specifications of the offered item must be supported by

technical literature/leaflet/drawings/graphs etc. Scanned copy-PDF to be uploaded and original shall have to be submitted, if required. User handbook /operation/maintenance/repair manual to be submitted along with supply of materials

**10. Provenness criteria:** The offered item shall be considered proven provided it meets any of the criteria noted below; otherwise the offer shall be liable for rejection. The provenness criteria shall also be applicable to the shortlisted bidders to whom LTE are issued. The decision of ECL for considering any firm as proven will be final and binding upon the tenderers. Bidders should upload scanned copies of documents in support of provenness criteria, after getting the same certified by the Notary Public. Item wise provenness criteria is given below

**(a) Equipments:**

The equipment to be offered by the tenderer shall be considered proven provided the type and model of the equipment offered must have supplied in the past to the Mining Industry and/or to the other Industries (Private or Government/Public Sector Undertaking—Indigenous or Global) (applicable for material handling equipment like Conveyors, Cranes etc. also) and performed satisfactorily for a period of not less than one year from the date of commissioning.

**(b) P & M items/ apparatus/instruments related to E &M dept, Safety dept, Medical dept, Quality control dept, Survey dept, System dept (only consumables), Civil dept, E& T dept etc and their spares and consumables. Also, HEMM spares other than OEM/OPM/OES category.**

- i. If the tenderer can submit self attested and notarized copies of formal orders received from ECL Hqrs/ Any Area of ECL, placed within last 7 years, of same or higher capacity/ size/version/ specification etc with order qty for at least 25% of tender qty.

For equipments of unique nature operational only at ECL (to be certified by concerned technical dept), area orders shall also qualify meeting criteria mentioned above.

In case of area purchase, orders placed by Hq/areas of ECL shall also qualify meeting criteria mentioned above.

**OR**

- ii. If the tenderer can submit self attested and notarized copies of formal orders received from CIL/Hq of other subsidiaries of CIL/Areas of other subsidiaries of CIL/ other Public Sector / Govt. Organization, placed within last 7 years, of same or higher capacity/ size/ version/ specification etc with order qty for at least 25% of tender qty alongwith satisfactory performance report issued by the user dept/proof of supply or execution of order.

**OR**

- iii. Firms currently holding Rate Contract for supply of the tendered item(s) / same or higher capacity/ size/ version/ specification etc of tendered items with CIL / Hq of any subsidiary of CIL/DGS&D — firms have to submit self-attested copies of relevant Rate Contracts received by them (placed within last 7 years).

**OR**

- iv. If the tenderer can submit self attested and notarized copies of trial orders received from CIL/its subsidiaries placed within last 7 years of same or higher capacity/ size/ version/

specification etc with order qty for at least 10% of tender qty; alongwith satisfactory performance certified by HOD of concerned technical dept of that CIL/subsidiary

**OR**

- v. Firms who are short-listed / approved by CIL for supply of the tendered item / same or higher capacity/ size/ version/ specification etc of tendered items to subsidiaries of CIL and such list is currently valid — firms have to submit self-attested copies of relevant documents.

**OR**

- vi. For supply of parts/components/assemblies/ subassemblies of equipment, the OEM/OPM/OES firms and authorized agents of OEM/OPM shall be exempted from provenness criteria.

**OR**

- vii. For proprietary item/tendered items of specific brand/model/source, provenness criteria shall not be applicable

**(c) HEMM spares**

CIL Policy for procurement of HEMM spares circulated by GM(MM), CIL vide letter no. 6902 dt 26.3.2012, available in CIL website, [www.coalindia.in](http://www.coalindia.in) shall be applicable. OEM/OPM/OES firms shall be exempted from provenness criteria.

**(d) Prior experience and turnover criteria for startups and MSEs**

Prior experience and turnover criteria is not applicable for startups and MSEs in the tender in respect of either of the following situations (i) and (ii) and no further documents regarding provenness will be required to be submitted by these category of bidders,

- i) If bidders have submitted documents to prove the Startup /MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of the tenders.
- ii) If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports are not more than one year from the date of opening of bids. In case there is deficiency in technical capability of the firm, the same is to be communicated to them by tender inviting authority for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be consider for relaxation against the tender in question and to avoid any future complications. The issues relating to Technical capability may be decided by Head of Technical Department.
- iii) If bidders have submitted documents to prove the startup/MSE status for the tendered item and whose products are ISI marked/DGMS approved/covered under DGS&D Rate contracts on them/ current holding rate contracts with CIL or its subsidiaries for supply of tendered items/ supplied and proven in CIL or its subsidiary companies/ Proven product of the ancillary unit of a Subsidiary Company of CIL. They will be required to submit the applicable related documents duly notarized for relaxation:-

- Valid BIS Marking License for the quoted items on them

**OR**

- Rate Contract as issued by CIL/any other subsidiary for the quoted items on them.
- OR
- Valid DGMS Approval Certificate for the quoted items on them
- OR
- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

The Documents(s)/Certificate(s), by the bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document/certificate valid as on date of supply duly notarized, must accompany their bills(s).

11. **Guarantee/warranty condition:** The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by ECL. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to ECL on door delivery basis.
12. **Fitment guarantee:** The goods should properly fit in/on/to the machines without any modification / alteration for which the same are intended. **A certificate in this respect should be given along with each supply.** It must also be guaranteed that the offered materials shall be the exact replacement of the existing parts in respect of fitment, safety & quality. If any of the materials supplied either do not fit properly on the machine or it is established that some other parts of the machine have been damaged due to use of the supplied materials, all such parts so damaged as well as the materials supplied shall have to be replaced on free of cost basis within 30 days of getting intimation from the user project or consignee.
13. **Technical support and service:** In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied. In case of equipment, details of installation and commissioning, after-sales service like repairing within and after the guarantee period, supply of spares and consumables and training to our operating & maintenance staff etc to be specifically mentioned.
14. ~~**Identification marking:** Manufacturer's identification mark (Description/Part No./Sl.No/Make) should be embossed or engraved or punched on each and every item as practicable and wherever possible in non-wearable and visible places of the materials supplied. Apart from this a tag may be attached to each part /item giving identification mark, part no, description, year and month of manufacturing etc. However, for high precision items, where embossing/engraving/punching is not possible, it shall be packed separately and packing cover /box/case shall be tagged with the identification mark or identification mark be put up by metal marker.~~
15. **Technical support and service:** In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied. In case of equipment, details of



installation and commissioning, after-sales service like repairing within and after the guarantee period, supply of spares and consumables and training to our operating & maintenance staff etc to be specifically mentioned.

**16. Manufacturer's test certificate:** The manufacturer has to submit a certificate along with supply that routine tests were done in their premises and the results conform to the relevant test parameters stipulated by BIS /DGMS/Other Govt regulatory bodies. A copy of the self attested test report should be attached with the certificate.

**17. Inspection:**

a) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods / make alterations necessary to meet the specifications free of cost to the purchaser. The stores will be inspected at final destination. However, ECL reserves the right to inspect the goods at supplier's premises before dispatch by himself or a nominated agency like CMPDIL, RITES etc. Manufacturers standard test certificates indicating conformation to the specifications of the order should be submitted in advance.

b) Materials will be accepted after successful performance/testing of the sample taken at random in our SS Pur Colliery.

**18. Inspection authority:** Final inspection will be carried out at the consignee end/stores.

**19. Packing list:** The tenderer has to provide a packing list of the parts/components/assemblies/subassemblies of the tendered item, tabulated in a separate sheet (scanned-PDF) and it should be uploaded in the folder "Technical Docs". This is required for the purpose of inspection.

**20. Scope of supply :** The scope of supply will consist of the following,

- a) Supply of tendered item as per specifications detailed below,
- b) Supply of tool kit for erection, commissioning, maintenance and repair of equipment,
- ~~c) First fill of all oils, grease and lubricants for equipment,~~
- ~~d) Erection, commissioning and performance testing of equipments,~~
- e) Training of ECL personnel for trouble free operation of the equipment,
- f) User handbook /operation/maintenance/repair manual.
- g) Free demonstration/training to our engineers and providing necessary supervision for installation

**21.** Technical clarifications including additional documents, if any, may be sought directly by the concerned technical dept of ECL i.e. Excavation, E &M, Safety, E &T, Systems etc and the tenderer shall reply directly to them.

**22.** Checklist for submission of documents (notarized) in the folder "TECHNICAL DOCS".

Sl	Item	Bidder's value in TPS
1	DGMS approval	Submitted/Not applicable
2	BIS license	Submitted/Not applicable
3	ISO certificate if applicable	Submitted/Not applicable
4	ECL ancillary registration	Submitted/Not applicable
5	Provenness criteria compliance (PO copy etc)	Submitted/Not applicable

6	Technical literature/leaflet/drawing/ graphs/characteristic curves etc	Submitted/Not applicable
7	Department of Telecom Approval Certificate	Submitted/Not applicable
8	Test report for transformer oil from any Govt./ Govt. approved Test House / NABL accredited Laboratory	Submitted/Not applicable
9	The proof of being startups as per definition as per annexure-A of ACTION PLAN FOR START UPS INDIA as available in the website of DIPP, Ministry of Commerce and Industry for tendered item issued by any statutory authority	Submitted/Not applicable

23. The item wise detailed technical specification is listed below. The tenderer should accept /furnish necessary details in the Technical Parameter Sheet (TPS) and upload the same in the portal.

24.

Sl	Item	Technical specification
01	DGMS AprovedMethane gas sensor/transmitter	i)Operating temp limits: -20 to +60degree Celsius ii)Storage temp limits: -20 to +60degree Celsius iii)Ambient pressure limits: 1013 mbar± 100mbar absolute iv)Humidity: 100% R H non-condensing v)Protection classification: Dust & waterproof to IP66. Gas inlet port to IP54 vi)Housing material: Reinforced polymer vii)Weight: preferably less than 1000g viii)Cable entries: M20 x 1.5 ix)Electrical connections: 4mm barrier/clamp terminals x)Information display: Graphic LCD xi)Impact limits: 20joules(Housing) xii)Measuring range: 0 to 4% V/V CH4 calibrated for methane xiii)Response time (T90): 20 secs xiv)Max drift @25degree Celsius: ±0.1% v/v in 2 weeks xv)Linearity: Linear: 0...3% V/V xvi)Accuracy: +/-3% of measured value xvii)Sensing element life: >5 years in clean atmosphere xviii)Warm up time: <5 mins in air or 1% v/v CH4 (To 95% stated accuracy) xix)Essential standards: DGMS approved

### Commercial Section

1. The bidder shall furnish acceptance of the terms and conditions and information/data as per “Commercial Section” of the NIT in the “TPS-Commercial” template provided in the e-procurement portal. The scanned copy of the relevant supporting documents listed under various clauses of Commercial Section of the NIT should be uploaded in the Folder named “COMMERCIAL DOCS” provided in the e-procurement portal.
2. **Basic information:** Tenderers shall furnish the following details,

Sl	Information required	To be filled by bidder
1	Offer no. & Date	
2	Name of tenderer	
3	Address of the tenderer	
4	Phone No of office	
5	Fax No of office	
6	Email id of office	
7	Contact person name & designation	
8	Contact person Mobile no	
9	Contact person e-mail id	
10	Name of manufacturer	
11	Address of the manufacturer	
12	Phone /fax/email id of manufacturer	
13	Country of origin of offered item	
14	Nature of company	Govt/PSU/Joint venture/Private
15	Ownership	Proprietorship / Partnership/ Joint stock co/Others
16	Name of the Chief Executive	
17	If the tenderer is a MSE as per MSMED act	Micro/ Small/ Med/ Others
18	If the MSE is owned by SC/ST as per MSMED act	SC/ST/Not applicable
19	NSIC registration no & date for the tendered item	****/Not applicable
20	NSIC registration validity period	****/Not applicable
21	Tenderer is an ancillary of ECL for the tendered item	Yes/No
22	Date of issue of ancillary certificate	
23	DGS&D registration no & date for the tendered item	****/Not applicable
24	DGS&D registration validity period	****/Not applicable
25	If the tenderer is a STARTUP	Yes/No
26	Proof of STARTUP to be indicated	
27	Whether UAM No. is declared in CPPP	
28	Bank account number (as per mandate form attached)	
29	Name of Bank, Branch name & address with code	
30	IFSC code	
31	IT PAN of tenderer	
32	GST registration No (copy to be enclosed)	
33	Principal place of business address (as per GSTIN)	

34	Principal item of business/manufacture	
35	Type of transaction for this tender	Intra-state/Inter state
36	If the bidder is registered under composition scheme	Yes/No

### 3. **STARTS UP and MICRO SMALL & MEDIUM ENTERPRISE(MSE):**

- a. The MSEs those are registered with District Industries Centers (DICs)/ Khadi and Village Industries Commission(KVIC)/ Khadi and Village Industries Board(KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises(MoMSME) are eligible for availing benefits under Public Procurement Policy for MSEs Order,2012.
- b. All MSEs having filed Udyog Aadhar Memorandum and issued Udyog Aadhar acknowledgement containing the unique Udyog Aadhar number shall also be eligible for availing benefits under Public Procurement Policy for MSEs Order, 2012.The UAM number have to be declared in the offer.
- c. If the offer is from a MSE, the tenderers have to also indicate whether the MSE is owned by a SCHEDULED CASTE (SC) or SCHEDULED TRIBE (ST) along with a notarized copy of cast certificate issued in favour of the owner by the state authority.

d.Definition and eligibility of STARTUPS shall be in line with the OM No F-20/2/2014-PPD(Pt) dated 25<sup>th</sup> July'2016 of Under Secy to GOI, subsequent amendment if any, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi. The proof of being startups as per definition as per annexure-A of ACTION PLAN FOR START UPS INDIA as available in the website of DIPP, Ministry of Commerce and Industry for tendered item issued by any statutory authority have to be submitted by the bidder.

### 4. **Banned or Delisted suppliers:**

The tenderer as well as the manufacturer (if the tenderer is not the manufacturer) should give a declaration that they have not been banned or delisted by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. The declaration format is built in the Letter Of Bid (LOB) which shall be filled in by the tenderer suitably.

### 5. **Earnest Money Deposit :**

- a) The bidders are required to deposit Earnest Money of INR 19,020.(Rupees Nineteen Thousand twenty Only) within the due date and time for submission of online offer. Bidders qualifying under 'EMD exemption" listed below need not submit EMD.
- b) Physical mode of payment i.e. Banker cheques or Demand drafts is not acceptable.
- c) The bidder shall make online payment of EMD through the portal using Axis Bank payment Gateway by Net banking. If the bidder is not having net banking facility, he may use the challan generated by e-procurement portal and pay EMD through NEFT/RTGS from any scheduled Indian Bank to the system generated beneficiary account number printed on the above challan.

- d) EMD must be paid through online mode only before the last date and time of submission of bid, otherwise the bidder shall not be able to freeze bid in the portal. The EMD paid shall be automatically credited to central “Pool Account” maintained for collection of online EMD.
- e) If the net payment credited to ECL bank account, is found to be less than the stipulated EMD amount of the NIT, the bid will not be accepted.
- f) If the bidder **neither** pays the EMD **nor** uploads scanned copy of documents in support of exemption, the offer may be considered as non-responsive and shall not be processed further.
- g) EMD shall be forfeited if any bidder withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order or withdraws the offer after submission of the offer at any point of time after opening of tender.
- h) The EMD of unsuccessful bidders shall be automatically refunded from the “Pool Account” through the payment gateway to bidder’s bank account after finalization of tender and uploading of “Award of Contract” in the portal.
- i) The EMD of successful bidders shall be automatically transferred from ECL central “Pool Account” to the ‘designated bank accounts’ of the respective tender inviting authorities i.e ECL-Hq/respective area and shall be refunded after receipt and acceptance of SDBG/PBG/Security cum PBG/Complete Supply (whichever is earlier); through e-payment to the bank account number used by the bidder for remittance of EMD.
- j) The bank account used by the bidder for submission of EMD should remain active till the complete processing of the tender for refund of the EMD.
- k) Earnest Money will not fetch any interest.
- l) **EMD exemption:** The following tenderers are eligible for exemption of EMD.
  - i. Valid DGS&D / NSIC registered (for the tendered items) firms.
  - ii. State / Central Government organizations / Public Sector Undertakings (PSUs).
  - iii. ECL Ancillaries for the tendered items.
  - iv. Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME for tendered items.
  - v. Micro and Small Enterprises having filed Udyog Aadhar Memorandum and issued Udyog Aadhar acknowledgement containing the unique Udyog Aadhar number.
  - vi. In all such cases of claiming exemption, notarized copy of the registration certificates valid on the date of tender opening should be uploaded in the folder “**EMD DOCS**”. Decision of ECL regarding coverage of tendered / offered items in the exemption documents will be final and binding on the bidders.

## 6. Eligibility criteria

6.1 The bidder should qualify as under,

a) Indian manufacturer of the tendered items,

**OR**

b) Indian Selling Agent/Dealer/Distributor with tender specific authorization issued by an Indian manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy. The authorization should mention the tender no, date and certify that the manufacturer does not market their product directly. Notarized copy of authorization (scanned-PDF) shall be uploaded in the “Commercial Docs” folder

**OR**

c) Indian Selling Agent/Dealer/Distributor with tender specific authorization issued by a foreign manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy. The authorization should mention the tender no, date and certify that the manufacturer does not market their product directly. Notarized copy of authorization (scanned-PDF) shall be uploaded in the “Commercial Docs” folder

d) For tendered items requiring DGMS approval, apart from fulfilling (a) or (b) or (c) above, the manufacturer must possess valid DGMS approval & certification for the tendered items.

e) The Indian Agents/Dealers/Representatives/Distributors of Overseas/Indian manufacturers who do not quote directly as per their policy, the Overseas/Indian Manufacturer have to disclose the quantum of commission/margin of the Indian Agents/Dealers/Representatives/ Distributors and scope of services they have to provide. Such disclosure shall be furnished in the tender specific authorisation issued by the Overseas/Indian manufacturers in favour of the Indian Agents/Dealers/Representatives/Distributors. Further, In case the manufacturer happens to quote directly elsewhere, it will be treated as furnishing false information and shall be liable for action as per provisions of purchase manual.

### 6.2 Bid by manufacturer/agent

a) In a tender, either the authorized Selling Agent / Dealer / Distributor on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.

b) One manufacturer can authorize only one selling agent / Dealer / Distributor against the same item in one tender.

c) If an authorized Selling Agent / Dealer / Distributor submits bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for the same item/product.

### 6.3 Auditor’s certificate for domestic manufacturing (applicable for Equipment only):

A domestic manufacturer shall be considered as Indigenous Manufacturer, if the equipment manufactured and offered against tender has indigenous material content cost plus labour content cost in excess of 30% (thirty per cent) of Ex-works value of the equipment including all taxes and duties. This is to be certified by the auditor of the manufacturer. Notarized copy of certificate (scanned-PDF) shall be uploaded in the “Commercial Docs” folder.

## 7 Offer Validity

The offer of the tenderers shall remain valid for 180 days from the date of opening of the bids. ECL reserves its right to seek further extension of the validity period of the offer.

## 8 Firm Price

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

## 9 Delivery of goods

The domestic suppliers will have to supply goods on FOR destination basis at the consignee store/stores and shall be wholly responsible for any loss & damage in transit. The safe arrival of the consignment upto the destination stores shall be the responsibility of the supplier. The supplier while dispatching materials by road has to ensure compliance of the provisions of "Carriage by Road Act' 2007" and ensure that transportation of goods is done through registered common carrier only. The e-way bill required in connection with supply of goods and services shall be arranged by the supplier as per GST rules. ECL will not arrange the same.

## 10 Liquidated Damages

In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- e) To forfeit the performance bank guarantee full or in part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract

should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

## 11 Risk Purchase

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, ECL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in ECL and also in any other Subsidiary Company.

Risk purchase action may be initiated under any of the following conditions,

- a) When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- c) When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- d) When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- e) When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

## 12 Force Majeure:

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then ECL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the ECL, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

## 13 Security Deposit

- a. The successful tenderers on whom order will be issued shall have to deposit security money in the form of Bank Guarantee in our prescribed format or in the form of Bank Draft of any Scheduled/Nationalized Bank payable at Asansol drawn in favour of "Eastern Coalfields Limited" for 10% (ten percent) of the estimated landed value of order price without having any ceiling but without considering the Input Tax Credit set offs, if any. The Bank Guarantee should be kept valid till execution of the order complete in all respects but minimum validity should be for 6 months. The landed value of the order shall be calculated as per the price bid evaluation method but without considering Input Tax Credit set offs, if any.



- b. Two weeks time shall be given in the order to the successful tenderer to furnish the security deposit. In case, the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance shall be kept recorded for future dealings with them. However, State/Central Govt. organization/PSUs and valid DGS&D registered (for the tendered items) firm shall be exempted from submission of security deposit. Similarly, ancillary units of ECL for the tendered items shall also be exempted from depositing Security Deposit subject to submission of copy of Ancillary Certificate.
- c. For successful tenderer, security deposit will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and /or contractual failure, the security money shall be forfeited.
- d. Security deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required. At the time of conversion of security deposit into PBG, it shall be ensured that the amount of PBG is not less than 10% of the landed value of the order. Wherever, Security deposit shall be treated as performance coverage of the contract, the operation of Security deposit BG / Performance BG shall be guided by clauses relating to operation of PBG mentioned elsewhere in the tender document.

#### **14 Performance Bank Guarantee (PBG)**

- a. Performance Bank Guarantee towards contractual obligations, for 10% of the estimated landed value of order without considering the Input Tax Credit set offs will be furnished by the Supplier to ECL in the form of a Bank Guarantee issued by any scheduled bank of India in the format enclosed. The landed value of the order shall be calculated as per the price bid evaluation method but without considering Input Tax Credit set offs, if any and the PBG value shall be indicated in the order. The currency of the PBG shall be same as that of the order.
- b. The Performance Bank Guarantee furnished by supplier will be irrevocable and unconditional and ECL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and ECL pending before any court, tribunal, arbitrator or any other authority.
- c. The PBG should be submitted before delivery of first consignment and shall remain valid upto three months beyond contractual period covering delivery, commissioning, warranty etc. The PBG minimum validity period may be calculated in number of months from date of order; as per contractual obligations and shall be indicated in the order.
- d. The Performance Bank Guarantee shall be released after expiry of contractual period on receipt of satisfactory performance report and no claim certificate from the user and on receipt of request letter from supplier.
- e. For unsatisfactory performance and /or contractual failure, the PBG shall be forfeited.

#### **15 Security cum performance bank guarantee(SPBG)**

- a) ECL may like to allow the supplier to submit 'security cum performance bank guarantee' for 10% of the estimated landed value of order without considering the Input Tax Credit set offs instead of submitting Security deposit and performance bank guarantee as

separate instruments. The value of security cum performance bank guarantee shall be calculated in the same manner as explained above for security deposit/PBG.

- b) The ‘security cum performance bank guarantee’ shall be submitted within 2 weeks of date of receipt of order and shall remain valid upto three months beyond contractual period covering delivery, commissioning, warranty etc. The PBG minimum validity period may be calculated in number of months from date of order; as per contractual obligations and shall be indicated in the order.
- c) The security cum performance bank guarantee shall be released after warranty period on receipt of satisfactory performance report and no claim certificate from the user and on receipt of request letter from supplier.
- d) For unsatisfactory performance and /or contractual failure, the ‘security cum performance bank guarantee’ shall be forfeited.

16 **(A) Beneficiary bank details:** The bank details of ECL required to facilitate submission of bank guarantee by the supplier is given below,

1	Name of Bank	STATE BANK OF INDIA
2	Branch name & Code	ASANSOL , Code-11
3	IFS code of the bank	SBIN0000011
4	Branch address	BIJOY PAL SARANI, ASANSOL, DISTRICT-BURDWAN, WB, PIN-713304

**B) Bank guarantee:** “The Bank guarantee issued by the Issuing Bank on behalf contractor/supplier in favour of “Eastern Coalfields Ltd” shall be in paper form as well as issued under “Structured Financial Messaging System”. The details of beneficiary for issue of BG under SFMS platform is furnished below:-

SMS FIELD NO.	DETAILS	
7035	IFSC Code	ICIC0000291
7036	Beneficiary Bank	ICICI Bank Ltd
	Branch	Murgasol, Asansol
	Address	Ground floor, Plot No.793, Murgasol, G.T.Road, Asansol- 713303
	Bank Account No.	029105005131
7037	Cust. ID of Beneficiary	ECL554567270
7038	Area/Dept.	<b>Bankola Area</b>
7039	NIT/Work order/LOI No.	

ICICI Bank has informed that the following characters are allowed in field 7038 & 7039 for BG advising.

a b c d e f g h i j k l m n o p q r s t u v w x y z  
 A B C D E F G H I K L M N O P Q R S T U V W X Y Z  
 0 1 2 3 4 5 6 7 8 9  
 / - ? : ( ) . , ‘ + { }

All SMS fields have to be mandatorily filled up and no field is to be left blank.

The above particulars are to be incorporated by the issuing bank properly for issuing BG under SFMS mode to avoid any problem in future”.

Original Bank guarantee issued by the issuing bank shall be sent by the Issuing bank to concerned Department/Area by Registered Post(AD).

## 17 Price Bid/BOQ details

- a) The price bid / BOQ sheet in excel file (password protected) will be downloaded by the bidder from the portal and after filling the sheet as per the scope of BOQ the bidder must upload the same excel file during bid submission in Finance cover.
- b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him in the bill of supply & shall mention the words “composition taxable person, not eligible to collect tax on supplies” at the top of the bill of supply issued by him.
- c) The tenderer has to fill up the following data in the BOQ excel sheet,
  1. HSN code of the tendered item,
  2. Basic price of the tendered item and other incidental charges like packing & forwarding, freight and insurance charges etc; as per scope of BOQ,
  3. Type of GST charged on basic price i.e IGST OR ‘CGST plus SGST’
  4. Rate of GST applicable on Basic price,
  5. GST compensation cess- rate and amount, if applicable for tendered item
  6. Installing & Commissioning (I&C) charges, if required as per scope of BOQ
  7. Type of GST charged for I & C charges i.e IGST OR ‘CGST plus SGST’
  8. Rate of GST applicable on I&C charges,
  9. Any other details as per requirement of BOQ

The BOQ has built-in validation and calculation formulae wherever required to arrive at landed price. Input tax credit (ITC) shall be considered equal to GST amount charged on Total price as well as Installing & Commissioning charges. Based on the data filled in by tenderer, system shall calculate the landed price and deduct all the ITC amounts for arriving at composite evaluated price for deciding L1 bidder.

## 18 Price bid evaluation

- a) The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.
- b) The prices quoted shall be compared on ‘composite evaluated price’ basis i.e., on “TOTAL COST TO ECL” basis after adding quoted price and GST amounts and allowing set-offs on account of Input Tax Credit (ITC), if applicable for the tendered items as per scope of BOQ.
- c) The composite evaluated price thus calculated by the system shall be reflected in the BOQ and the same shall be considered by the system for deciding L1 which would be indicated under the heading “**Rate with Tax**” in the BOQ comparative chart.

- d) Conditional discount, including quantity discounts, shall not be considered. If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered may be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.
- e) The Input Tax Credit on all GST amounts shall be deducted from landed price to arrive at the composite evaluated price, incase ECL is eligible to avail the benefit of ITC of tendered items as per GST Act and rules framed there under.
- f) If at a later stage, it is found that Input Tax Credit available to ECL is less than the amount considered for evaluation, the difference shall be recovered from the bills of the supplier.

## 19 Taxes and duties

- a) Taxes and duties shall be payable extra as legally leviable. Further, in case of reduction in the tax structure, the benefit shall be passed on to ECL.
- b) *“Appointed day” means the date on which the provisions of GST Acts shall come into force;*
- c) **Supplier** – *“supplier” in relation to any goods or services or both, shall mean the person supplying the said goods or services or both and shall include an agent acting as such on behalf of such supplier in relation to the goods or services or both supplied;*
- d) Bidders are liable to be registered under GST. Unregistered firms are not allowed to participate in this tender and bids submitted by unregistered firms, if any shall be ignored. EMD submitted by such bidders, if any, shall be forfeited.
- e) Composition Scheme: As per Section 10(2)(c) & Section 10(2)(e) of CGST Act, supplier of goods if “engaged in making any inter-State outward supplies of goods OR he is a manufacturer of such goods as may be notified by the Government on the recommendations of the Council”, than he shall not be eligible for a bid under Composition Scheme. Where the bidder has opted for composition levy under Sec 10 of CGST Act, he should declare the fact while bidding and submit a certificate from practicing chartered accountant / cost & management accountant / company secretary to this effect alongwith GST registration certificate.
- f) Bidders should upload GST registration certificate in the folder “COMMERCIAL DOCS” under the Technical cover.
- g) CGST & SGST: For intra-state sale, if the bidder is having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state, then CGST and SGST shall be payable to the bidder as per prevailing CGST and SGST rates.
- h) IGST: For inter-state sale, if the bidder is not having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state of dispatch, then IGST shall be payable as per prevailing IGST rates.

- i) GST Compensation Cess: Normally GST Compensation Cess is not applicable for the items purchased by ECL except for Motor vehicles. For purchase of Motor vehicles GST Compensation Cess shall be paid as per prevailing rates.
- j) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN 20AAACE7590E3ZX of ECL in case of supply to Areas/units of ECL within the state of Jharkhand and GSTIN 19AAACE7590E1ZI of ECL in case of supply to Areas/units of ECL within the state of West Bengal. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.
- k) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that ECL could be able to avail Input tax credit of such CGST, GST, IGST, GST(compensation to state cess) reflected in the invoice.
- l) ECL avails Input Tax Credit as per GST Act and rules framed there under for the goods/services for which the same is available. Tenderers are therefore advised to quote CGST & SGST or IGST applicable on the quoted items separately. While comparing the quoted prices, ITC shall be taken into consideration and comparison will be made accordingly. Bidders on whom orders are placed should submit transporter copy of invoice at the time of supply of material wherever ITC is applicable.
- m) If ECL fails to claim Input Tax Credit (ITC) on eligible inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of the supplier of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST shown in the invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes based on such tax invoice shall be recovered from the current bills or any other dues of the supplier.
- n) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of ECL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under. Payment of GST and GST compensation cess is the responsibility of the supplier.
- o) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of ECL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- p) In addition to above, such duties, taxes, levies etc. which is notified after the last date of submission of bid and / or any increase over the rate existing on the last date of submission of bid shall be reimbursed on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes, levies etc the same shall become recoverable from the supplier. The details of such duties, taxes, levies etc along with rates shall be declared by the bidder.
- q) The e-way bill, if any, required in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill would be arranged by ECL if provision of the relevant Act and the rules there under specifically state that the e-way bill is required to be issued by recipient of goods.

- r) TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.
- s) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.

## 20 Payment Terms

### a) For Equipment

80% value of each equipment and the accessories along with 100% transportation & Insurance charges will be paid against submission of bills within 21 days after delivery of the equipment and receipt and acceptance of Performance Bank Guarantee/Security cum PBG. The equipment should be accompanied with relevant dispatch documents like Challan, Maker's Test Cum Inspection Certificate, Guarantee/Warranty Certificate, Pre dispatch inspection certificate, wherever applicable etc. The payment of 100% GST will be made as per clause 19 (Taxes and Duties).

Balance 20% payment shall be made against submission of bills within 21 days of successful completion of erection testing, commissioning and final acceptance of the equipment (along with accessories) at site upon presentation of a certificate from the project officer to the effect that the equipment has been erected and commissioned to their entire satisfaction.

No payment will be made for supply of incomplete equipment.

### b) For items other than equipment

100% Payment except taxes and duties shall be made against submission of bills within 21 days of receipt and acceptance of materials at destination stores or submission of bills, whichever is later. In the event Performance Bank Guarantee/Security cum PBG is applicable, the payment will be released after receipt and acceptance of the same. The payment of taxes and duties will be made as per clause 19 (Taxes and Duties).

### c) Processing of bills (common to equipment/items other than equipment)

- i) CGST,SGST or IGST alongwith GST Compensation Cess(if applicable) shall be payable extra as legally leviable during the delivery period. Increase in the rate of taxes and duties, if any, during extended delivery period shall have to be borne by supplier. The paying authority shall claim the Input Tax Credit as per rules for which necessary documents shall be presented to the paying authority by the supplier before payment.
- ii) Only e-payments shall be made directly into bank account of the supplier/beneficiary.
- iii) The consignee shall send SR Notes, Challan, inspection note and 3 copies of bills (including the original) and any other requisite documents to the paying authority. The following information (as relevant to the supply) shall be mentioned in the inspection note/Store Receipt (SR) document,

1. Manufacturer's Test & Guarantee Certificate
2. Valid DGMS Certificate

3. Valid BIS Certificate
4. ISO certification series, if applicable
5. Guarantee/Warranty Certificate
6. All import documents, if applicable
7. NSIC Certificate, if any
8. Other necessary information/documents mentioned in the PO

d) **Paying authority:** GM(Finance)-Incharge, Finance dept, ECL(Hq)

## 21 Payment without SDBG/PBG/Security cum PBG

If the SDBG /PBG/Security cum PBG specified in the order is not submitted by the supplier, the bill shall be released after deduction of the amount of SDBG/PBG/Security cum PBG from the bill. On receipt and acceptance of the above documents, the deducted amount shall be released to the supplier.

## 22 Submission of bills

For claiming payment, 5 sets of bills (1 original+4 copies-signed and stamped) should be submitted to the consignee consisting of the following documents,

### a) In case of indigenously manufactured goods,

- i. Tax Invoice as per GST Act & Rules
  - ii. Challan
  - iii. Consignment Note/RR/LR/AWB, if applicable
  - iv. Guarantee / Warranty Certificate as per order term
  - v. Manufacturers' test certificate in original as per order term
  - vi. DGMS / BIS / ISO certification/Pre dispatch inspection certificates / any other document, if required as per the contract.
  - vii. Price Certificate as per NIT.
  - viii. e-Way bill generated by supplier as per GST rules.
  - ix. Any other document specified in the supply order.
- Separate Bills/challans should be raised for each consignment and BC No. as mentioned in the Purchase Order should be indicated in each bill.

### b) In case supply is to be arranged after importing ordered items.

Apart from above listed documents, following are also to be submitted to the consignee consisting of the following documents,

- i. A certificate from their auditor to the effect that they have paid Rs ..... as custom duty against the import of goods under supply order..... and that refund of custom duty, if any, shall be passed on to the buyer.
- ii. Self Attested copy of Principal's invoice/packing list.
- iii. Self-attested copy of bill of lading/ Airway bill.
- iv. Self attested copy of bill of entry
- v. Certificate of origin.

The supplier shall provide clear linkage of items as per order with documents furnished under clause (ii), (iii) and (iv).

The original documents under (b) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

**c) Paying authority:** GM(Finance)-incharge, ECL(Hq).

### 23 Documentation for Input Tax Credit

i) In view of introduction of GST from the appointed date of 01/07/2017 every registered person shall issue a tax invoice under rule 46 of CGST rules 2017, read with section 31 of CGST Act, 2017 containing the following particulars for availing ITC by ECL on inward supply of goods/services:-

- a) Name, address and GSTIN of the supplier;
- b) A consecutive serial number, in one or multiple series, containing alphabets or numerals or special characters hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
- c) date of its issue;
- d) Name, address and GSTIN, of the recipient, i.e. ECL;

Sl	Field	Bengal	Jharkhand
1	GSTIN	19AAACE7590E1ZI	20AAACE7590E3ZX
2	State Code	19	20
2	Principal Place of Business	Office of CMD, Eastern Coalfields Limited, Sanctoria, P.O.- Dishergarh, Pin – 713333	Office of General Manager, Mugma Area, Eastern Coalfields Limited, NH2, Mugma, Dist – Dhanbad, Pin – 828204

- e) HSN code of goods or Accounting Code of services;
  - f) description of goods or services;
  - g) quantity in case of goods and unit or Unique Quantity Code thereof;
  - h) total value of supply of goods or services or both
  - i) taxable value of supply of goods or services or both taking into account discount or abatement, if any;
  - j) rate of tax [CGST, SGST, IGST, State Compensation Cess (if applicable)];
  - k) amount of tax charged in respect of taxable goods [CGST, SGST, IGST, State Compensation Cess (if applicable)];
  - l) place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
  - m) address of delivery where the same is different from the place of supply;
  - n) whether the tax is payable on reverse charge basis; and
  - o) Mode of transport and vehicle reg. no./RR no.
  - p) time and date of removal
  - q) Signature or digital signature of the supplier or his authorized representative.
- ii) In case of imported items where materials are supplied by Indian Agent / dealers after importing the materials and the Bill of Entry is not in the name of ECL, the Indian agent / dealer must have GST registration so that ECL is able to claim ITC on admissible inputs and capital goods.
- iii) The invoice shall be prepared in triplicate, in case of supply of goods, in the following manner



- a) the original copy being marked as ORIGINAL FOR RECIPIENT;
  - b) the duplicate copy being marked as DUPLICATE FOR TRANSPORTER; and
  - c) the triplicate copy being marked as TRIPLICATE FOR SUPPLIER
- iv) In case of supply of goods made to Jharkhand Area/units, party should raise bill on Jharkhand Area itself. Similarly, In case of supply of goods made to Bengal Area/units, party should raise bill on Bengal Area itself. It implicates that billed to address and shipped to (i.e. consignee) address should be same as it would exonerate ECL from raising subsequent billing. Therefore, suppliers should raise invoices on ECL's GSTIN of respective state where actual consignment moves as far as practicable.

#### **24 Price Fall Clause**

The BIDDER undertakes that it has not been supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### **25 Price Certificate**

Price Certificate should be typed on the body of invoice certifying that the price charged are not higher than the price applicable to any customer in India including CIL/subsidiary companies/DGS&D. A copy of Price Certificate shall be uploaded with the offer under the folder "COMMERCIAL DOCS".

#### **26 Increase/decrease of tender qty**

ECL reserves the right to increase the tender qty by 20% or reduce the tender qty as per actual requirement before opening of the price bid. Intimation in this regard will be given to the tenderers before opening of price bid. ECL reserves the right to seek quantity discount in sealed covers against increase in tender qty, if any. The qty discount bid shall be opened before opening of the online price bid.

#### **27 Distribution of Order qty**

Wherever the quantity to be ordered is much more than L1 alone can supply, in such case the quantity ordered may be distributed as per the following procedure for procurement for items in respect of which the lowest tenderer has capacity constraint.

##### **For Non RC items**

When the distribution of quantities in NIT is not pre-disclosed, as the capacity of the L-1 firm may not be known in advance and the quantity to be ordered is far more than what L-1 alone is capable of supplying, L-1 Tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (landed) shall be counter offered to L-2 Tenderer and after their acceptance L-2 Tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 Tenderer, L-4 Tenderer and so on and placement of order for their offered quantity subject to their matching

L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

#### **For RC items**

For the rate contract items where the quantum of purchase is substantial and that the rate contract holders are to supply the materials to multiple location on as and when required basis rate contract other than L1 tenderer may also be considered at L1 price i.e. the L-1 price (Landed) shall be counter offered to the L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counteroffereing L-1 rate to L-3 tenderer, L-4 tenderer and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

In such eventuality, while considering award of rate contracts to more than one firm, the DDO's shall be intimated the price status of rate contract holders in the tender and shall be instructed that the drawal against rate contract should be in fair, transparent and equitable manner.

### **28 Purchase preference for ancillary units**

Purchase preference for ancillary units of ECL shall be given as per ECL ancillary policy declared below,

- a) In case, L1 firm is other than ancillary, the specified limit may continue to be 50% of the total tendered quantity for ancillary units, subject to their matching the L1 rates against counter offers.
- b) If non ancillary unit is L1 and L1 have capacity below 50% and if L2 firm happens to be ancillary, in such situation the total balance quantity in excess beyond 50% will be off-loaded on the L2 ancillary unit, if they have capacity and if they accept counter offered L1 rate. If however, the L2 firm has any capacity constraint next L3 bidder will be counter offered the L1 rate for the balance quantity i.e. quantity not covered by the L1 and L2.
- c) This will happen provided there is no other offer from ancillary unit against that tender. If however, there is any other ancillary unit other than L1 and L2, the quantity left out after covering the L1 and L2 bidders will be distributed amongst the ancillary units, irrespective of their standings in the comparative statement, off-loading the quantity as per the capacity decided by the Ancillary Cell, ECL.
- d) In case ancillary unit is L1 and differential rates are available, off-loading of quantity will be made on L1 onwards on capacity basis as decided by Ancillary Officer, Ancillary Cell, ECL subject to their acceptance to counter offered L1 rates.

### **29 Purchase preference for MSEs**

Micro and Small Enterprises ( MSEs ) registered with District Industries Centers or khadi and village Industries Commission or khadi and village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries Corporation shall be entitled for Purchase Preference as listed below,

The participating MSEs in a tender, quoting price within the band of L1+15% may also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs may

be allowed to supply up to 20% of the total tendered value. In case of more than one such eligible MSE, then 20% of the tendered quantities shall be distributed proportionately between participating MSEs, on their acceptance of L- 1 price.

In case more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 20% of the 20% tendered quantity i.e 4% tendered quantities shall be procured from MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above.

If a tenderer qualifies as an ancillary unit (for the tendered item), in addition to being a MSE unit, then the benefits available under ancillary policy should only be available to the firm. However for MSE units which are not ancillary units of ECL, the MSE benefits as per MSE policy shall be available to them.

30 ECL reserves the right to shorten/extend the period for supply of materials while concluding the contract. ECL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.

31 The tender shall be governed by the terms and conditions explicitly stated in this NIT and other terms as per GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES enclosed with this NIT.

32 Checklist for submission of commercial documents

1	Tender specific authorization from manufacturer as per eligibility criteria	Submitted/Not applicable
2	EMD exemption document	Submitted/Not applicable
3	GST Registration certificate	Submitted/Not applicable
4	Certificate for bidders opting for composition scheme	Submitted/Not applicable
5	Integrity Pact duly signed & stamped	Submitted/Not applicable
6	Domestic manufacturing certificate	Submitted/Not applicable
7	Auditor's certificate for customs duty refund	Submitted/Not applicable
8	Price certificate	Submitted/Not applicable
9	Mandate form duly filled in for bank details	Submitted

XXXXXXXXXXXX

## GENERAL TERMS &amp; CONDITIONS OF SUPPLY OF STORES

## 1. Definition

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires:

- (i) “Contract” means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
- (ii) The term “Supplier” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
- (iii) “Contract Price” shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
- (iv) The Chairman, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
- (v) The terms “Drawing” shall mean the drawing the plans specified in or annexed the schedule or specifications.
- (vi) The terms “Purchase Executive” shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
- (vii) The term the “Inspector” shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.
- (viii) The term “Progress Officer” shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
- (ix) The term “Materials” shall mean anything used in the manufacture or fabrication of the stores.
- (x) The term “Particulars” shall mean the following :
  - (a) Specifications;

- (b) Drawing;
  - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
  - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
  - (e) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
  - (f) Proprietary make denoting the product of an individual manufacturers.
  - (g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.
- (xi) “Stores” means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
  - (xii) The term “Test” shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
  - (xiii) The term “Site” shall mean the place or places named in the “supply order” or such other place or places at which any work has to be carried out as may be approved by the purchaser.
  - (xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
  - (xv) “Writing” shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
  - (xvi) “Unit” and “Quality” means the unit and quantity specified in the schedule.
  - (xvii) “Supply Order” or “Purchase Order” means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to:
- (i) the consignee at his premises, or
  - (ii) where-so provided the interim consignee at his premises, or
  - (iii) a carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
  - (iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897 and as amended in respect of all the Acts, as the case may be.

6. (a) **Parties**

The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) **Address to which communication are to be sent**

For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7.(i) ~~The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or CIF as specified in the invitation to tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.~~

(ii) ~~In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.~~

~~The prices should be included of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.~~

(iii) The price must be stated separately for each item on unit basis-

(iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

(v) The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.

(vi) Tender must invariably be submitted alongwith illustrated literature giving complete

and detailed specification, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

(vii) The tenderers must clearly specify their recommended spare parts that will be supplied alongwith the main unit and itemwise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period upto which they are likely to last.

(viii) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.

(ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.

(x) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.

8.(i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.

(ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.

(iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry Number and the last date of opening of tender.

#### 9. (a) **Subletting and Assignment**

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

#### (b) **Change in a Firm**

(i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser(which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(ii) On the death or retirement of any partner of the supplier firm before complete

performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever to compensation against the purchaser.

- (iii)** If the contract is not determined as provided in the sub-clause(ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10. (a) Consequence of Breach

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b)(i) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

- (b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance.

- (a) Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,

- (i)** shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,

- (ii)** shall use such material economically and solely for the purpose of the contract.

- (iii)** shall not dispose of the same without the previous permission in writing of the purchaser; and

- (iv)** shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material

- (b) Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such



destination as may be determined by Coal India Limited and/or its subsidiary companies whose decision shall be final

- (c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- (d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.
12. The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
- ~~13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary company.~~
14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include,
- a) the service that will be rendered by them as manufacturer's agent;
  - b) the name and address of agents, if any, in India; and
  - c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due

course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. EARNEST MONEY/SECURITY MONEY :

- a) ~~Earnest Money Clause should be stipulated in the tender. The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs.10,00,000/-, whichever is lower. EMD. should be in the form of Demand Draft and must accompany the quotation i.e. Cover I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender with the approval of the HOD of MM deptt. or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.~~
- b) ~~Security Deposit clause should be stipulated in the tender. Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.  
The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM deptt./Head of the Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.~~
- c) ~~For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.~~
- d) ~~If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.~~

**17. Inspection and Rejection**

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or supply order or any amendment thereto.

**(a) Facilities for Test and Examination**

The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other

places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.

**(b) Cost of Test**

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his(suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

**(c) Delivery of Stores for Test**

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

**(d) Liability for Costs of Laboratory Test**

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

**(e) Method of Testing**

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.

**(f) Stores Expended in Test**

Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.

**(g) Inspector Final Authority and to Certify Performance**

**(i) The Inspector shall have the power :**

Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any

unsatisfactory method or manufacturer;

(ii) To reject any stores submitted as not being in accordance with the particulars.

(iii) To reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory ; and

(iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

**(h) Consequence of Rejection**

If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to :

(i) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or

(ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or

(iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause(ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

**(i) Inspectors' Decision as to Rejection Final**

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

**(k) Notification of Result of Inspection**

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.

**(l) Marking of Stores**

The supplier shall, if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

**(m) Removal of Rejection**

- (i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
- (ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his 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.

**(n) Inspection Notes**

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of Inspection notes duly completed, for being attached to the supplier's bill in support thereof.

**18. Packing and Transport**

- (a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- (b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.
- (c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- (d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.

Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.

- (e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee, in advance

19. Delivery:

The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

20. ~~In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :~~

~~(a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.~~

~~(b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or—~~

~~(c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also—~~

~~(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.~~

~~(e) To forfeit the security deposit full or in part.~~

~~(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.~~

21. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the

contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

22. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspection of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.
23. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

#### 25. Carrying Vessels for Imported Items

In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

#### 26. Freight

~~The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser.~~

~~Where alternative routes exist, Coal India Limited/and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the supplier.~~

#### 27. Passing of Property

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

#### 28. Laws Governing the Contract

- a) This contract shall be governed by the Laws of India for the time being in force.
- b) Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- c) Jurisdiction of Courts  
The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- d) Marking of Stores  
The marking of the stores must comply with the requirements of the law relating to Marchandise Marks for the time being in force in India.

## 29. Corrupt Practices

- a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on behalf under Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.
- b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

## 30. Insolvency and Breach of Contract

- (a) Coal India Limited and/or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say :

If the supplier being an individual or if a firm any partner thereof, shall at any time be adjusted insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.



- (b) If the supplier being a company is wound up voluntarily by the order of a court or a Receiver, Liquidator Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.
- (c) If the supplier commits any breach of the contract not herein specifically provided For, Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

### 31. Terms of Payment

- (a) ~~For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, Ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill of Lading, Air Way Bill or Consignment Note is forwarded to the consignee should be quoted on the bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.~~
- (b) ~~Payment against the supply orders placed either by the Subsidiary company or by CIL shall be arranged by the Subsidiary Companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than one Subsidiary Co., payment shall be arranged by CIL normally through Letter of Credit.~~
- (c) ~~Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.~~
- (d) ~~Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL.~~
- (e) ~~Specific payment term may be formulated in accordance with the provisions laid down (as applicable) at Chapter IX of the Purchase Manual.~~

### 32. Progress Reports

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

**Annexure- 5****Guarantee Bond for Security**

1. In consideration of M/s Eastern Coalfields Ltd. (A subsidiary of Coal India Ltd.), Sanctoria, P.O. Dishergarh, Dist. Burdwan (hereinafter called "The Company") having agreed to exempt M/s \_\_\_\_\_ (Name and address of Contractor(s) (hereinafter called "the said contractor(s)")) from the demand, under the terms and conditions of an Agreement / Order no. \_\_\_\_\_ dated \_\_\_\_\_ made between the company and the said contractor(s) for \_\_\_\_\_ (insert the job description of the agreement/order) (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we \_\_\_\_\_ (indicate the name of the Bank with Address) (hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay the Company an amount not exceeding Rs \_\_\_\_\_ against any loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
  
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) 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 said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 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 the Company may demand.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).
7. The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ (Designation) who has signed it on behalf of the Bank has authority to do so.
8. We \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Signature of the Authorised Person

**Annexure-6****Guarantee Bond for Performance**

~~\_\_\_\_\_ Messers \_\_\_\_\_ a company having its registered office at \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called the said seller) has entered into an agreement no. \_\_\_\_\_  
 dated \_\_\_\_\_ (hereinafter called the said contract) with Eastern Coalfields  
 Limited, having its registered office at Sanctoria, Post Disergarh, Dist Burdwan (West  
 Bengal)(Pin 713333) (hereinafter called the purchaser) to supply equipment on the terms and  
 conditions contained in the said contract.~~

- ~~(1) It has been agreed that hundred percent (100%) payment of the value of the equipment  
 will be made to the said seller in terms of the said contract on the said seller furnishing  
 to the purchaser a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
 \_\_\_\_\_) equivalent to \_\_\_\_\_ % (\_\_\_\_\_ percent) of the value of the equipment supplied by  
 the said seller, as security for the due and faithful performance of the terms of the said  
 contract and against any loss or damage caused to or would be caused to or suffered by  
 the purchaser by reason of any breach by the said seller of any of the terms or  
 conditions contained in the said contract.  
 The \_\_\_\_\_ Bank having its office at \_\_\_\_\_ has at the  
 request of the said seller agreed to give the guarantee hereinafter contained.~~

- ~~(2) We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable  
 under this guarantee without any demur, merely on a demand from the purchaser stating  
 that the amount claimed is due by way of loss or damage caused to or would be caused  
 to or suffered by the purchaser by reason of any breach by the said seller of any of the  
 terms or conditions contained in the said contract or by reason of the said seller's failure  
 to perform the said contract. Any such demand made on the Bank shall be conclusive as  
 regards the amount due and payable by the Bank under this guarantee. We shall not  
 withhold the payment on the ground that the said seller has disputed its liability to pay  
 or has disputed the quantum of the amount or that any arbitration proceeding or legal  
 proceeding is pending between the purchaser and the said seller regarding the claim.  
 However, our liability under this guarantee shall be restricted to an amount not  
 exceeding Rs. \_\_\_\_\_.~~

~~(3) We \_\_\_\_\_ Bank, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till at the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or the purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ (date) \_\_\_\_\_ (month) from the date of the Bank Guarantee, we shall be discharged from all liabilities under this guarantee thereafter.~~

~~(4) We \_\_\_\_\_ (Bank), further agreed with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason for any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser, to the said seller or by any such matter, or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs \_\_\_\_\_ or such lesser sum as may then be due to the purchaser and as the purchaser may demand.~~

~~(5) We \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.~~

~~(6) The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_, \_\_\_\_\_ (designation), who has signed it on behalf of the Bank has authority to do so.~~

~~(7) This Bank guarantee will not be discharged due to change in the constitution of the Bank or the said seller.~~

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ For \_\_\_\_\_ Bank

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of the authorized person  
for and on behalf of the Bank)

**Guarantee bond for Security cum Performance**

1. In consideration of M/s Eastern Coalfields Ltd. (A subsidiary of Coal India Ltd.), Sanctoria, P.O. Dishergarh, Dist. Burdwan (hereinafter called "The Company") having agreed to exempt M/s \_\_\_\_\_ (Name and address of Contractor(s) (hereinafter called "the said contractor(s)")) from the demand, under the terms and conditions of an Agreement / Order no. \_\_\_\_\_ dated \_\_\_\_\_ made between the company and the said contractor(s) for \_\_\_\_\_ (insert the job description of the agreement/order) (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we \_\_\_\_\_ (indicate the name of the Bank with Address) (hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay the Company an amount not exceeding Rs \_\_\_\_\_ against any loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement and/or failure/malfunctioning of the materials/machines supplied within the warranty period or such other or further extended period required for enforcing the warranty. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_.
1. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and/or performance of the materials/machines supplied till expiry of the warranty period and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement/warranty have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without

~~affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) 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 said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 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 the Company may demand.~~

- ~~6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).~~
- ~~7. The Bank has under its constitution power to give this guarantee and Mr. \_\_\_\_\_ (Designation) who has signed it on behalf of the Bank has authority to do so.~~
- ~~8. We \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.~~

~~Dated the \_\_\_\_\_ Day of \_\_\_\_\_~~

\_\_\_\_\_

==

\_\_\_\_\_ Signature of the Authorised  
Person

Annexure-8  
**PRE CONTRACT INTEGRITY PACT**

General

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

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

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

NOW, THEREFORE,

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

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

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

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

**1. Commitments of the BUYER**

- The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any



particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

**3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

**3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

**3.3\*** BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

**3.4\*** BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid / contract.

**3.5\*** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its

functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

**3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

**3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

**3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

**3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

**3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

**3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

**4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in

India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

**4.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Sanctions for Violations**

**5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a county other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**5.3** The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Independent Monitors**

**6.1** The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors as given in the Tender document).

**6.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**6.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

**6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**6.5** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

**6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

**6.7** The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

**6.8** The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **7 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.

**8 Law and Place of Jurisdiction**

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

**9 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.

**10 Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case, BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**11** The parties hereby sign this Integrity Pact at.....on.....

BUYER  
Name of the Officer  
Designation  
Eastern Coalfields Limited.

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness  
1.....  
2.....

Witness  
1.....  
2.....

**Annexure-9**

**LETTER OF BID**

To  
General Manager  
Bankola Area  
Eastern Coalfields Limited

Dear Sirs,

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

1. I/We, the undersigned, .....Proprietor/ Partner/Authorized Representative of M/s ..... offer to supply tendered item/items vide our offer No..... dated .....in conformity with the subject tender.
2. I/We confirm to accept all terms and conditions contained in the tender document unconditionally and there is no deviation in the offer .
3. I/We confirm that the contents of the offer are given after fully understanding the NIT terms.
4. I/We confirm that all information/ documents / credentials submitted alongwith the tender are genuine, authentic, true ,valid true and complete in every respect.
5. I/We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD/ Security Deposit and Banning of our firm and all partners of the firm as per provisions of NIT/law.
6. I/We confirm that the items covered under supply orders enclosed with the offer in support/compliance of the Provenness criteria of the tender have been successfully supplied.
7. The bidder has never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

The bidder was banned by the organization named “-----“ for a period of ----- year/s, effective from ----- to -----

8. I/We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20-

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Note: 1. This letter should be on the letterhead of the bidder.

Note: 2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then a authorization on non- judicial stamp paper duly notarized by the person signing the LOB in favour of person bidding online, is required to be uploaded as per the following format.

**Format for Authorisation to DSC holder**  
(if DSC holder is different from signatory of LOB)

(On NON JUDICIAL STAMP PAPER)

We do hereby authorise M/s/Mr/..... address  
..... for online bidding on behalf of us for the e-tenders invited  
by CIL on www.coalindiatenders.gov.in. .

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

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

Signature & Seal of the PUBLIC NOTARY

Annexure-10

**Mandate form for providing bank details for electronic payment**

To  
M/s. Eastern Coalfields Ltd.,  
Sanctoria, P.O.- Disergarh,  
District-Burdwan, West Bengal- 713333

Dear Sir,

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

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

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

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

Authorized Signatory

Name:

Official Stamp with date

#### Bank Certification

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

Authorized Signatory

Name:

Official Stamp with date