



Central Coalfields Limited
(A Subsidiary of Coal India Limited)
Materials Management Department
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Online bidding website: www.coalindiatenders.gov.in



Advt. No. : 05/2016-17

Tender Sl. No. : 031 dtd. 20.04.16

Tender Ref No.: CCL/MMD/H.Q/RKP/OTR Small/103/16-17

E-Tender Notice

Advertised (Domestic) e-Reverse Auction

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

Brief Description of Item	Estimated/ Indent Value (In Rs.)	Earnest Money (In Rs.)	Application fee (In Rs.)	Delivery Period (In Days)
Procurement of OTR Tyre (Small) of different sizes	85711500.00	1000000.00	NIL	Item Sl. No.01-120 Item Sl. No.02-120 Item Sl. No.03-180 Item Sl. No.04-90 Item Sl. No.05-300

(The above tendered items are **eligible for CENVAT Credit**)

(The above tendered items are **eligible for INPUT Tax Credit**)

N.B :- However, applicability of CENVAT & INPUT TAX Credit as applicable at the time of evaluation will be taken into account for final acceptance by CCL as per rules in force at the time of finalization of tender.

2. **Time Schedule of Tender:**

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	23.04.16	17:00 Hrs
b.	Document download start date	25.04.16	10:00 Hrs
c.	Start date for seeking Clarification on-line	25.04.16	10:00 Hrs
d.	Bid Submission start date	25.04.16	10:00 Hrs
e.	Last date for seeking Clarification on-line	02.05.16	17:00 Hrs
f.	Document download end date	17.05.16	15:00 Hrs
g.	Bid submission end date	17.05.16	15:00 Hrs
h.	Last date of receipt of EMD	17.05.16	15:00 Hrs
i.	Bid Opening date	19.05.16	11:00 Hrs

(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at the same time. CCL Hqrs. is working full day on all Saturdays except 2nd Saturday of every month, which is a holiday).

3. **Deposit of EMD** : Bidders shall Deposit EMD through on line payment gate way provided in the e-procurement portal.
- a. In the Online mode, the bidder can make payment of EMD through Axis Bank payment Gateway by net banking from designated Bank or through NEFT / RTGS from any scheduled Bank to CIL Bank Account against challan generated by e procurement portal.
- b. The payment of EMD made through online mode must be received in CIL Account before the last date and time of submission of bid, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complications in submitting online bid before the schedule last date and time of submission.
- c. Physical mode of payment i.e Banker cheques or Demand drafts is not acceptable.

~~For Overseas bidders EMD/Foreign Remittance may be drawn directly in the name of Central Coalfields Ltd. SBI Account No. 10106155123 maintained at SBI CCL Campus Branch, having the SWIFT Facility bearing no. SBININBB560, and scanned copy of the documentary evidence for such Foreign Remittance must be up loaded in relevant folder/file of Cover I.~~

Exemption of EMD: The following bidders shall be exempted from payment of EMD. The bidders as per eligibility will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid on-line.

Sl.No.	Category of bidders	Documents against exemption of EMD
1	State/Central Government Organizations/PSU :	Upload digitally signed Self declaration
2	DGS&D/NSIC registered Firms	Upload digitally signed notarized copy of Valid and Complete DGS&D/NSIC Registration certificate for the tendered items attested by Notary Public
3	Ancillary Units of CCL	Upload digitally signed notarized copy of Valid and complete Ancillary Status certificate for the tendered items and attested by Notary Public
4	Micro / Small Enterprises [MSE]	Upload digitally signed notarized copy of Valid and Complete Micro / Small Enterprises [MSE] Registration certificate for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
5	OEM/OPM/OES {Applicable for HEMM spares only} • To be incorporated in NIT, if applicable	Upload digitally signed notarized copy of Documents as specified in Clause 8(B) of NIT

N.B* ;-- Sl.no 5 is applicable for Spares as per circular no. 351 dtd 01.02.13 of GM(MM) .Delete the row if it is not applicable (For P&M & Consumables)**

The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the form of e-payment or relevant documentary evidence for exemption of EMD. In case of non submission of the EMD or documentary evidence towards exemption of EMD as detailed above the tender shall be treated as non-responsive and will not be processed further.

4. **Refund of EMD**: The Earnest Money will be retained in the case of successful tenderer. The Earnest Money deposited by the successful bidder will be refunded on receipt of required Security Money from the bidder.

EMD of the unsuccessful tenderers shall be refunded immediately after finalization of the tender. The bidders should submit MANDATE FORM for e-payment along with EMD, if not submitted earlier, as per the format given at Annexure-H for refund of EMD to unsuccessful bidders/successful bidder through electronic fund transfer.

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.

5. **Eligibility Criteria**:

A. Basic Eligibility: The bidder should be either of the following:

- I. Indian Manufacturer of the tendered items
- OR**
- II. Indian Selling Agent/Dealer/Distributor authorized by the Indian Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy,
- OR**
- III. Indian Selling agent/Dealer/ Distributor authorized by the Foreign Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy,

Note :

- a. **In a tender, either the Indian Selling Agent/Dealer/Distributor on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.**
- b. **If an Agent/Dealer/Distributor submits bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item/product.**

B. Provenness Criteria: Eligibility criteria for proven sources:

la. **Original Equipment Manufacturer (OEM)** :Manufacturer of the equipment in which the tendered item/s is / are to be fitted

lb. **Athorised Agent / Dealer / Distributor of OEM** : Bidder having the valid authorisation of OEM

lc. **Original Equipment Supplier (OES)** : supplier of Original equipment having / not having authorisation of OEM

ld. **Original Product Manufacturers (OPM)**: Whose product is fitted in the Equipment by the OEM

le. **Authorized Agent/ Dealer / Distributor of OPM**

If. **Proven Source**: Manufacturers whose products are already in use successfully at CIL or CIL Subsidiaries or PSU or Government / Semi Government Organisation.

Ig. Authorized Agent / Dealer / Distributor of Proven Source

C. Excise Registration Certificate: - In case the tendered item is excisable/eligible for CENVAT credit, the Indian bidder (dealer or their Principal manufacturer) should possess Excise Registration Certificate issued by Central Excise and Customs Department or possess the required document for exemption to this effect as per relevant provision of Excise Rule. The marketing outlet has the option to provide the Excise Invoice of their manufacturer containing the name of CCL as consignee. In case bidder is registered with MSME & their turnover is within exemption limit, an undertaking to this effect certifying that the quoted item/s will not attract payment of excise duty.

D. VAT/Sales Tax Registration for Indian Bidders: The Indian bidder should possess a VAT/ Sales Tax Registration issued by Sales Tax department of any Indian State/Union Territory.

E. Permanent Account Number (PAN) for Indian Bidders: The Indian bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

6. Technical Specification Parameters:

S. No *	Item Code *	Description of Item *	Bidder's Eligibility Status	Specification Parameter *	Unit of Measure *	Evaluation Criteria (To be selected from drop down box in each cell) *	Required Value *		Bidder's value *	Eligibility		
							Start Value	End Value		Specification wise	Make and Model	Overall
1	item 1	T/T TYRE 13.00X24	1	T/T Tyres with Tube & Flap, Size - 13.00 X 24 - 12 PR (minimum)	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE		NON-COMPLETED
				QUANTITY- 24 Nos..	NO	BETWEEN	8	30		FALSE		
2	item 2	T/T TYRE 14.00X25	1	T/T Tyres with Tube & Flap, Size - 14.00 X 25 - 24 PR, E3	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE		NON-COMPLETED
				QUANTITY- 35 Nos..	NO	BETWEEN	9	35		FALSE		
3	item 3	T/L TYRE 21.00X35	1	T/L Tyres with O'Ring, Size - 21.00 X 35 - 36 PR, E-4	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE		NON-COMPLETED
				QUANTITY- 60 Nos..	NO	BETWEEN	15	60		FALSE		
4	item 4	T/L TYRE 29.50X25	1	T/L Tyres with O'Ring, Size - 29.50 X 25 - 28 PR, L- 5	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE		NON-COMPLETED
				QUANTITY- 4 Nos..	NO	BETWEEN	1	4		FALSE		

5	item 5	T/L TYRE 24.00X35	1	T/L Tyres with O'Ring, Size - 24.00 X 35 - 48 PR, E- 4	NA	AGREED or DISAGREED	AGREE		SELECT	FALSE		NON-COMPLI ED
				QUANTIT Y- 400 Nos..	NO	BETWEEN	100	400		FALSE		
BASIC ELIGIBILITY CRITERIA				1. Original Equipment Manufacturer (OEM) :Manufacturer of the equipment in which the tendered item/s is / are to be fitted 2. Athorised Agent / Dealer / Distributor of OEM : Bidder having the valid authorisation of OEM 3.Original Equipment Supplier (OES) : supplier of Original equipment having / not having authorisation of OEM 4. Original Product Manufacturers (OPM) Whose product is fitted in the Equipment by the OEM 5. Authorized Agent/ Dealer / Distributor of OPM 6. Proven Source: Manufacturers whose products are already in use successfully at CIL or CIL Subsidiaries or PSU or Government / Semi Government Organisation. 7. Authorized Agent / Dealer / Distributor of Proven Source. <i>N.B. : Bidder is requested to select from Dropdown Box as Bidder's Value, according to their Eligibility Criteria Status .</i>				SELECT	FALSE		NON-COMPLI ED	
***TECHNICAL PARAMETER SHEET												
***PLEASE ENTER THE DETAILS AS PER THE INFORMATION AND DOCUMENTS YOU HAVE W.R.T. YOUR OFFERED ITEM/S												
BY TENDER INVITING AUTHORITY												

TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENT :

SL. NO.	DESCRIPTION	QTY. AGAINST (NOs)	APROVED MB2016-17
1	T/T Tyres with Tube & Flap, Size - 13.00 X 24 - 12 PR (minimum)	30	
2	T/T Tyres with Tube & Flap, Size - 14.00 X 25 - 24 PR,E3	35	
3	T/L Tyres with O'Ring, Size - 21.00 X 35 - 36 PR, E-4	60	
4	T/L Tyres with O'Ring, Size - 29.50 X 25 -28 PR, L- 5	4	
5	T/L Tyres with O'Ring, Size - 24.00 X 35 - 48 PR, E- 4	400	

7. Submission of Bid & SPECIFIC GUIDELINES RELATING TO E-PROCUREMENT PROCESS & e-REVERSE AUCTION OF GOODS:

(A) In order to submit the Bid, the bidders have to get themselves registered online on the e- Procurement portal (<https://coalindiaintenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, and which can be traced upto the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person”.

(B) It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender

website. Under any circumstances, CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

- (C) The bidder shall bear all costs associated with the preparation and submission of his bid and CCL will in no case be responsible and liable for those costs.
- (D) The bidder may seek clarification online within the specified period. The identity of the Bidder 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 that tender. The clarifications may be asked from the 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 & the last date of giving clarification on-line will be up to 7 (seven) days before the end date of bid submission.

The Tender Publishing authority will be responsible for giving the clarifications online within the prescribed time frame.

- (E) In case any corrigendum is issued the scanned copy of corrigendum notice will be uploaded on the e- Procurement Portal and also on the portal where the original NIT has been published. It will be the bidders responsibility to see keep track of the same on the website and act accordingly
- (F) All bids (Techno commercial Bid , Price bid) are to be submitted on-line on the website <https://coalindiatenders.gov.in>. No bid shall be accepted off-line.
- (G) 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 Commercial and General Terms & Conditions and special terms and conditions (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 accepted.
- (H) **Letter of Bid:** The format of Letter of Bid (as given in the NIT at Annexure - B) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

- (I) **Technical Parameter Sheet (TPS) along with other Commercial Parameters:** The Technical Parameter Sheet (Ist Sheet) containing the technical specification parameters for each tendered item and other commercial parameters (2nd Sheet) will be in Excel format and will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. The Technical Parameter Sheet (both sheets) which is not submitted as per instruction given above will be rejected.

- (J) **Price bid:** The Price bid containing the bill of quantity will be in Excel format & will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II.

IMPORTANT:- THE BIDDER AFTER FILLING THE REQUIRED INFORMATIONS IN OTHER WORKSHEETS IS REQUESTED TO VALIDATE THE WORKSHEET IN “BOQ” SHEET & THEN SAVE THE SAME EXCEL FILE FOR UPLOADING IN THE PORTAL IN COVER-II.

~~The Price Bid/BOQ comprises 02 worksheets (i.e. BOQ Sheet & Sheet for Domestic Bidder,) in Excel Format as per following details:-~~

~~1st Worksheet: (BOQ Sheet) . This is calculation sheet (BOQ) & shall remain protected and no bidder can enter any data in this sheet. However, they can view this sheet to check their final figure of their bid.~~

BOQ Worksheet: All the column have to be filled as per the requirement of the format i.e. in percentage or absolute value.

Important Instruction:-In case Scope of supply covers supply of equipment along with "Spares & Consumables required for operation after expiry of Guaranteed Period the bidders are requested to refer to worksheet i.e "Sheet for Spares" also for entering details of Spares & Consumables required against C1 & C2, since values for Basic Prices(Column "F"), Excise Duties, CVD & SAD (Columns "J", "K", "L") against these rows shall be extracted from entries made by bidder in that sheet. All Other Charges if any against the same including taxes etc are to be filled in this sheet by the bidder as per their applicability.

Sheet For Spares : This worksheet is for entering details of "Spares & Consumables" in case Scope of supply covers supply of equipment along with "Spares & Consumables required for operation after expiry of Guaranteed Period.

The items, description unit of measure are to be given by the bidder as per their choice. All the required columns are to be filled up as per requirement.. Bidders should refer to "Sheet for domestic bidders" for further entries for other charges if any & taxes as per applicability.

In case the tendered item is eligible for CENVAT CREDIT , INPUT TAX CREDIT as per their applicability, then the L-1 status shall be decided by deducting the respective price components from the landed price viz Excise Duty, Service Tax (if applicable), Education Cess towards CENVAT CREDIT & JVAT(if applicable) towards INPUT TAX CREDIT in respect of Domestic Bidders from the landed value.

Bidders having Excise Registration Certificate are required to indicate their Central Excise Registration number and Excise Tariff Code for each of the tendered items on the designated cells of the "Sheet for Domestic Bidders" [Under Price Bid / BOQ].The successful bidder shall be required to submit CENVATABLE invoice along with their bills for excisable goods.

If the bidder is exempted from paying Excise Duty, they have to mention as “NOT APPLICABLE” in the space of Central Excise Registration number in the “Sheet for Domestic Bidders” [Under Price Bid / BOQ]. Such bidders claiming exemption from taking Excise Registration shall submit documentary evidence to this effect as per relevant provision of Rule 9(2) of Excise Rule 2002. Failing in compliance to this, the offers are liable for rejection.

In case of imported materials offered by Indian dealer/authorized agent Counter Veiling Duty, Custom Cess & Special Additional Duty paid by them during import towards CENVAT Credit & JVAT(if applicable) towards INPUT TAX CREDIT shall be deducted from the Landed value to decide the L1 Status as per their applicability. **The successful bidders shall be required to submit bill of Entry along with their bills for import goods.**

The landed price in INR will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in **cover-II**.

The L-1 will be decided for each item as stipulated in the NIT .The Price-bids of the bidders will have no condition.

The bidders are also requested to take note of clause-11(Prices) of NIT for more details.

The Price Bid which is not submitted as per instruction given above will be rejected.

On opening of the tender, GTE,TPS,BOQ and all other documents uploaded by the eligible bidders get opened as well as comparative statement of prices is generated by the system i.e L-1 bidder is decided. In view of above correct filling of BOQ plays a vital role and the L-1 rate decided by the system is final. Wherever rate of Duty or taxes (VAT, CST ,Service Tax, Auto Tax etc) are either not given or indicated as 00.00, the L-1 landed rate decided by the system will be considered however, while finalizing the price for order CENVAT and / or INPUT Credit if any will be adjusted from the Landed value generated by the system.

- (K) Uploading of Specified documents: The bidders shall upload the Letter of Bid (Annexure-B), E-Payment Mandate Format (Annexure-H) & other specified documents as detailed in clause no.8 of the NIT in the respective specified folders on the portal. The Integrity Pact (Annexure-G) (if applicable) should also be uploaded in the portal.**

Only one file in .pdf format can be uploaded against each eligibility criteria/Provenness Criteria, Other eligibility criteria & Technical Specification Parameter. Any additional relevant documents to support the information/declaration furnished online by the bidder against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

N.B: The bidder will have to give an undertaking online in the form of Affidavit that if the information/ declaration furnished on line & scanned documents furnished in support of eligibility criteria, Provenness Criteria is found to be wrong or misleading at any stage, they will be liable to be punitive action.

- (L) Modification and Withdrawal of Bid:** Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded.

- (M) Evaluation of Bids:** On scheduled date & time, the tender will be opened by the bid opening team using their Digital Signature Certificate (DSC) and system will automatically evaluate particulars as contained in GTE, TPS and other Commercial Parameters. On 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 i.e L-1 bidder is decided. The participating bidders may view the opening of bids remotely on their personalized dash board.

1. Since L-1 bidder is already decided, supportive documents of L-1 bidder only, shall be downloaded for evaluation by the TIA.
2. Technical scrutiny and commercial scrutiny / evaluation will be carried out in light of documents uploaded by the L-1 bidder based upon template response only.
3. These technical and commercial scrutiny will be validated by Tender Committee of CCL.
4. **Shortfall Document:** After evaluation of the uploaded documents, the Purchaser may ask for shortfall documents during the evaluation of the bid of the L-1 bidder. These documents shall not be relating to submission of EMD. Request for documents and the response shall be on line and 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 CIL/Subsidiary Co. or submission of any additional documents, not specifically asked for by CIL/Subsidiary Co., will be allowed and even if submitted, they will not be considered. For this purpose, **maximum 2 chances, each of 10X24 hours duration** shall be given.

These documents may be allowed to be uploaded within the specified time period of 10 (Ten) days. Start Date and End Date of 10 days with time will be given in the on-line communication sent for seeking such documents. The documents shall be sought through e-tendering portal. Reply should be sent back by the Bidder through e-tendering portal. Similar process can be repeated for second time in case further shortfall is required after evaluation of the uploaded documents by the L-1 bidder against shortfall asked for the first time.

The shortfall documents will be specified on-line indicating the start date and end date giving 10 days' time for on-line submission by bidder. **The bidders will get this information on their personalized dash board. Additionally, information shall also be sent by system generated e-mail, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required 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 after exhausting 2 chances a detailed above. The bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with Service Provider.**

5. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by the tender committee. If the L-1 bidder happens to be defaulter up on verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required as has been recommended above, and this process continues sequentially till techno-commercially acceptable L-1 is established.

(N) Opening of Bid -Clause 2(i).

The Bid shall be opened on the due date mentioned in clause 2(i) only when at least 3 (three) bids have been received against the tender on scheduled date of submission (clause 2g). If the number of received bids is less than 3(three), there will be first

extension of due date of opening of tender by 2(two) days & if the number of bids is still less than 3(three), the due date of opening of tender may be extended by another 5(five) days by System. No separate paper publication of such extension shall be issued.

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.

N.B:- The above stipulation of minimum 3 bids shall not be applicable in case of single tenders/proprietary tenders.

(O) This tender and resultant supply order will be governed by CIL purchase manual / guidelines of CVC, New Delhi/ Govt. of India and extant procedures of CCL issued from time to time.

(P) The following penalties shall be imposed on the defaulting bidders:

SI No	Situation	Penal Provision
1	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.
2	L-1 bidder is a defaulter for all items for which he is L-1.	0% 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.
3	L-1 bidder happens to be a defaulter in 2 tenders issued by the same procurement entity within a span of 1 one year	0% of EMD amount of 2 nd 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.

(Q) GENERAL GUIDELINES AND PROCESS FLOW FOR TENDER CUM AUCTION:

- Reverse Auction will be initiated within two hours after opening of price bids on the same day, as detailed above in case of normal tenders. **It will be the responsibility of all the bidders to follow the reverse auction process closely after opening of the Bid i.e. Declaration of L1 landed price(s).**
- There will be no participation fees for e-Reverse auction.
- Upon opening of the price bids, a reverse auction platform will be created, displaying only the item wise L1 price received. No indication will be available in the portal to any body regarding number of bids and names of the bidders.
- System displays L1 landed price automatically in auction creation form and allows TIA to edit the value as 'start bid' price.
- The L1 price / star bid price is landed cost to the company, price on which the auction will be initiated. At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.

6. The L1 bidder after the reverse auction has to upload the Break up of Landed Prices in the shortfall documents. The detailed Break-up of offered landed price, uploaded by the bidder shall be considered and order if placed, shall be with the same breakup of prices. The L1 bidder after reverse auction will be responsible to ensure that the landed rate as per the breakup 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 breakup, 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 breakup 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.
7. To evaluate the L-1 Price, of different kind of tenders, the evaluation criteria would be as under:
8. **Price Evaluation:** In reverse auction to evaluate the offers on equal footage the calculation schema (separate for Indigenous and Foreign Bidders) will be provided with the tender. The applicable rate of customs duty will be specified in the NIT.

LCB (local Competitive Bidding)- The Price for 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 particular tender.

ICB (International Competitive Bidding)- Only Foreign Bidder: The Price for the Reverse auction should be the CIF Landed price, which should include all the components like FOB charges, ocean / air freight, insurance, landing charges, customs duty etc. as per the pricing schema given in the particular tender.

Mixed Bidders: “FOR Destination price(including Excise Duty, Sales Tax, freight and transit insurance charges)” for Domestic Bidder and “Landed price (i.e. quoted FOB price plus other loadings as per provisions of NIT to arrive at FOR Destination price) for Foreign Bidder as per the pricing schema given in the particular tender.

If there is no acceptable foreign bidder, then the evaluation of the domestic bidders will be made on FOR Destination basis.

9. The decrement value will be 0.5% of the start bid price with minimum of Rs1/-, 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.
10. In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under:
 - a. For decrement values up to Rs./-, rounding off may be made to nearest rupee.
 - b. For decrement values from Rs.11/- to Rs.0/-, rounding off may be made to nearest .
 - c. For decrement values from Rs.1/- to Rs.00/-, rounding off may be made to nearest 0.

- d. For decrement value from Rs.01/- to Rs.,000/-, rounding off may be made to nearest 00.

And so on

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.
12. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
13. System provides bidder details along with bid documents at the end of reverse auction process.
14. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
15. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price 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.
16. 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.
17. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of the bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
18. Purchase Preference: In case BEC provides for purchase preference as per Govt. Policy, as may be notified time to time to any category of bidders, and if any of the short listed bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage.
19. Conversion Rate: While evaluating the bids, the exchange rate captured by the e-procurement system will be taken in to account for conversion of foreign currency in to Indian Rupees.
20. 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.
21. 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. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering in to a contract.

23. 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.
24. 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.

8. The following specified documents depending on the category of bidders are to be uploaded :

A. Eligibility Criteria [Refer Clause 5A of the NIT]

Sl No.	Category of Bidder	Upload digitally signed Scanned copy of Notarized documents in support of Eligibility Criteria for the tendered item
a	Indian Manufacturers	Any one of the following valid documents (<i>attested by Public Notary</i>): a. Factory license/Manufacturing license b. NSIC registration certificate. c. DGS&D registration certificate d. SSI/DIC registration certificate e. ISO Certificate. f. BIS license/certificate g. DGMS approval h. Micro / Small Enterprises MSE] Registration certificate issued by 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 any other body specified by Ministry of Micro, Small and Medium Enterprises.
b	Indian selling agents/dealers /distributors authorized by Indian manufacturer	i. Specific authorization from their principal manufacturer to quote against this tender (<i>attested by Notary Public</i>). ii. Any one of the following valid documents of the principal manufacturer (<i>attested by Public Notary</i>) a. Factory license/Manufacturing license b. NSIC registration Certificate. c. DGS&D registration certificate d. SSI/DIC registration certificate e. ISO Certificate. f. BIS license/certificate g. DGMS approval h. Micro / Small Enterprises MSE] Registration certificate issued by 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 any other body specified by Ministry of Micro, Small and Medium Enterprises
e	Foreign Manufacturers	Any one of the following Valid documents (attested by Public Notary): a. Manufacturing license/certificate b. ISO Certificate. c. Any statutory document confirming the “Manufacturer” status of the Bidder

d	Foreign selling agents/dealers /distributors authorized by Foreign manufacturer	<p>i. Specific authorization from their principal manufacturer to quote against this tender (attested by Notary Public)</p> <p>ii. Any one of the following Valid documents of the principal manufacturer (attested by Public Notary)</p> <p>a. Manufacturing license/certificate</p> <p>b. ISO Certificate</p> <p>c. Any statutory document confirming the “Manufacturer” status of the Principal Manufacturer</p>
e	Indian selling agents/dealers /distributors authorized by Foreign manufacturer	<p>i. Specific authorization from their principal manufacturer to quote against this tender (attested by Notary Public)</p> <p>ii. Any one of the following valid documents of the principal manufacturer (attested by Public Notary) :</p> <p>a. Manufacturing License/Certificate</p> <p>b. ISO Certificate</p> <p>c. Any statutory document confirming the “Manufacturer” status of the Principal Manufacturer</p>

NOTE: The certificate in respect of NSIC Registration, SSI Registration, MSME, DGS&D Registration, ISO, BIS License and DGMS approval etc. must be valid on the date of tender opening.

B. Provenness Criteria [Ref. Clause No.5 (B) of NIT]:

A. DOCUMENTS TO BE UPLOADED BY THE BIDDER : -		
CRITERIA FOR PROVENNESS OF BIDDER:		
Sl. No.	Category of Bidder	Scanned copy of documents(Self certified and attested by Notary public) to be uploaded by bidder in support of Provenness Criteria
I	Original Equipment Manufacturer (OEM)Manufacturer for the equipment in which the tendered item/s (assemblies/sub-assemblies/ components) are to be fitted	Self Certificate of being manufacturer of the equipment & copy of firm order of the equipment in which the tendered item/s is/are fitted.
II	Authorised Agent / Dealer / Distributor of Original Equipment Manufacturer (OEM) having valid authorization of OEM	Valid tender specific authorization from OEM and documents as required against (I)i.e.OEM, to establish the bidder's principal as OEM.
III	A. Original Equipment Supplier (OES) having authoriasation /collaboration with OEM.	(i) To submit valid authorization / collaboration with OEM for supply of their equipment and giving technical services.
AND		

		(ii) Supply order copy placed by CIL or HQ of CIL Subsidiaries / PSU/Govt. Organisations/ Semi GovtOrganisations for the relevant Equipments for which the tendered items belongs to.
	B. Original Equipment Supplier (OES) who may not have current authorisation / collaboration of OEM, but have already developed and indigenized fully or partly the spares for the equipment supplied by them.	(i) Supply order copy placed by CIL or HQ of CIL Subsidiaries /PSU/Government/Semi Government organisation for the Equipments for which the tendered items belongs to.
		AND
		(ii)The order copies of indigenized offered items issued from CIL or HQ of CIL Subsidiaries or PSU or Government / Semi government Organisation. The order copies for the offered items shall not be more than 7 (Seven) years old and not less than 6 (Six) months old as on date of opening of tender.
		AND
		(iii) Bidder shall have to submit self certificate to the effect that “ The item(s) covered in the supply order (s) submitted against this tender have been fully executed without any complaint on account of performance of the products supplied.”
	Original Parts Manufacturer (OPM)who has order copy/s of OEM OR Trade Agreement with OEM for the tendered item/s.	(i) Bidders to submit self certificate, duly notarized, of being manufacturer of tendered item(s).
		AND
		(ii) Bidders to submit Notarized & legible copy of Purchase order(s) in support of proof of having supplied to OEM or Notarized copy of trade agreement of the OEM with OPM for the tendered item(s).
		AND
		(iii) Bidder shall have to submit self certificate to the effect that “ The item(s) covered in the supply order (s) submitted against this tender have been fully executed without any complaint on account of performance of the products supplied.”
V	Authorised Agent/ Dealer/Distributor of Original Parts Manufacturer (OPM) having valid authorization of OPM.	Valid tender specific authorization from OPM and documents as per eligibility required against (IV) i.e. OPM, to establish the bidder's principal as OPM.
VI	Proven Source. Manufacturers whose products are already in use successfully in CIL /CIL subsidiaries /PSU/Govt/Semi Govt Organization.	(i) Bidders to submit self certificate of being manufacturer or any document to establish as manufacturer (duly notarized) of the tendered item (s).
		AND
		(ii) Bidder shall have to furnish relevant documentary proof like copies of Rate Contract or Firm Order placed by CIL or HQ of CIL Subsidiaries/PSU/Government/ Semi government organization for the tendered item(s) or similar items of higher specifications.
		<ul style="list-style-type: none"> • The Order copy(s) shall not be less

		<p>than six (06) months and more than seven (07) years old uniformly for all tenderer from the date of opening of tender.</p> <p style="text-align: center;">AND</p> <p>(iii) Bidder shall have to submit self certificate to the effect that “ The item(s) covered in the supply order (s) submitted against this tender have been fully executed without any complaint on account of performance of the products supplied.”</p>
VII	<p>Authorized Agent / Dealer / Distributordealer of Proven Source (Manufacturers whose products are already in use successfully at CIL or CIL Subsidiaries or PSU or Government / Semi Government Organisation if the manufacturer does not quote directly as a matter of policy).</p>	<p>(i) Tender specific authorization for CCL in Original clearly specifying the nature and period of authorization /agreement and documents as required against (VI)i.e.Proven Source to establish the bidder's principal as Proven Source.</p>

C. Other Eligibility criteria: The following specified documents **as applicable** are to be uploaded by bidders:

Sl. No.	Other Eligibility Criteria	Documents to be uploaded
1	Affidavit / Undertaking (On letter head of bidder) as per Annexure –C	Upload digitally signed scan copy of the Annexure-C.
2	Information as per Annexure-D	Upload digitally signed scan copy of the Annexure duly filled (typed)
3.	<p>Excise Registration Number / Excise Registration Exemption Certificate (Ref .Clause No. 5 (C) <i>Applicable only for Indian Bidder & in case the tendered item is Excisable/ eligible for CENVAT credit</i> <i>N.B:- <u>The bidder possessing Excise Registration Number is required to mention the same in Cell N-4 in “Sheet for Domestic Bidder “ of BOQ & in Annexure -D</u></i></p>	Excise Registration Exemption Certificate/An undertaking from marketing outlet, that they shall provide Excise Invoice of their manufacture containing the name of CCL as consignee/ An undertaking from MSME’s firm that their turnover is within exemption limit, further certifying that the quoted item/s will not attract payment of excise duty.(Upload digitally signed Scan copy of Notarized document)
4.	<p>VAT/Sales Tax Registration exemption /concessional certificate (Ref. Clause No.5(D) & 11(A)of , Sales Tax of NIT) <i>Applicable only for Indian Bidder</i></p>	If the bidder is exempted from paying Sales Tax or eligible to pay Sales Tax at a lower rate than the national rate, valid documentary evidence is to be submitted (Upload digitally signed Scan copy of Notarized document)

5.	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on- line then no document (Authorization/Letter of Authority) is required. However, if the DSC holder is bidding online on behalf of the bidder the Power of Attorney or authorization as mentioned at Clause no. 7 to bid on behalf of bidder is required. (Upload digitally signed Scan copy of Notarized document)
6.	a) Documents for availing benefits under Micro Small and Medium Enterprise Act'2006 (If applicable) b) In case MSE is owned by SC/ST entrepreneurs	a) Registration certificate with the authority of the State Government under the provisions of Micro and Small Enterprises (Upload digitally signed Scan copy of Notarized document) b) If yes , Valid Documentary evidence in support of their such claim (Upload digitally signed Scan copy of Notarized document)
7.	<i>Documents for Foreign Principal involving Indian Agent (Applicable only for Foreign bidder quoting bid in currency other than INR)</i>	a) Copy of the agency agreement if any with foreign principal stating precise relationship between them and their mutual interest in the business. b) Copy of its registration with Director General of Supplies & Disposal (DGS&D), New Delhi under Compulsory Registration of Ministry of Finance , In case tendered item fall under the restricted list of current import policy of Govt. of India, c) Self authenticated copy of Foreign Principal's pro-forma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of service to be rendered by the Indian Agent etc. (Upload digitally signed Scan copy of Notarized document)

D. Technical Specification Parameters [Ref. Clause No. 6 of NIT] : : All the following specified documents are to be produced by bidders

B. OTHER TECHNICAL DOCUMENTS REQUIRED:

I. Technical Details of offered tyre(s) to be furnished by the Bidder in the following format:

Tyre type & Size	
Technical Specification	
Brand Name	
TRA Code (Tyre& RIM Association code)	

Inflated Dimension	Overall width (mm)	
	Overall Dia (mm)	
Original NSD / Tread Depth (mm)		
Min Tread Depth for Retreading		
TKPH(MetricTonnes Km/hr) / WCF (Work Capability Factor) (Where- ever applicable)		
Volume (Cu.M)		
Weight (Kg)		

II. Comprehensive Technical Details:

1.	Comprehensive Technical Details (Catalogue)	Comprehensive technical specification sheet in respect of offered tyre(s) to be submitted by the firm in support of the furnished technical details as per NIT.
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9. Bid Validity: The validity period of the tenders shall be minimum 180 (one hundred eighty days from the end date of submission of bid.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company.

10. Consignee & Paying Authority Details:

The destination point for delivery of materials will be as follows:

Sl. no.	Area	Consignee details (Place of delivery of materials) & Paying Authority
1 to 7		Consignee : The Depot Officer, Central Stores, Barkakana, & Regional Stores of CCL Paying Authority: The Area Finance Manager (CWS/CS), CCL, Barkakana,/ AFMs of respective areas of CCL

11. Prices :-(Please refer to clause 7j also) The Price to be quoted shall be “FIRM” price and in case of order, shall remain “FIRM” till complete execution of the order. In case, against “FIRM” price any variable price is offered such offers shall be rejected without notice.

(A) FOR DOMESTIC BIDDERS: [The Indian bidder must quote their unit rates in Indian Rupees only]

The safe arrival of stores at destination shall be the responsibility of the supplier. Prices quoted must be FIRM till delivery, otherwise the offer will be rejected. The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis as per the requirement of BOQ (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-works Price (ii), Packing & Forwarding Charges if any (iii)Freight, Insurance, Installation Charge applicable if any.

Excise duties: :(refer Clause 8.C - for furnishing information/ uploading of relevant documents).

- i. **Excise duty if applicable & payable extra:** The bidders are required to quote the prevailing rate in %, in column “J” of the BOQ.

In case the rate of Excise Duty varies with the turnover of the company, and the price is exclusive of Excise Duty, and the bidder fails to specify the exact rate applicable, the maximum rate currently leviable will be loaded/ entered in the column “J” of BoQ for evaluation.

- ii. **If the item/s attracts ED on the quoted Price but ED is applicable on the assessable value :-** In such case the quantum of such ED in **absolute value/ amount** eligible for CENVAT benefit which is included in the basic price should be entered in column “ K “ of BoQ.

Refund / Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier.

- iii. **If bidder is exempted from paying Excise Duty,** the same must also be confirmed with valid documentary evidence, self attested copy of which should be submitted (uploaded & attached) with offer. (Refer - clause 8.C-1). Notification number should be indicated.

N.B : In case the Excise duty is presently NIL / EXEMPTED and becomes applicable at a later date during the execution of the contract, the applicable ED will be borne by the Vendor.

CENVAT Credit: - In case CCL is eligible for CENVAT Credit, at the time of evaluation of tenders to arrive the lowest landed rate quoted, the amount of Excise Duty including education Cess towards CENVAT credit will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

For this it is necessary that Excise cum Tax Invoice is submitted by the firms (Indian manufacturer or their authorized selling agent, dealer, distributor) wherein the amount of excise duty, education cess and secondary & higher education cess at applicable rates are shown separately in all the Excise cum Tax Invoice raised by the suppliers so that CCL is able to claim CENVAT credit on admissible inputs and capital goods.

In case of indigenously manufactured goods if the offer is submitted by an authorized marketing outlet which is not registered with Excise Department, they have to submit the Excise Invoice issued by the manufacturer containing the name of CCL as consignee.

(B) For Indian selling agent, dealer, distributor authorized by foreign manufacturer:

In case of imported stores, where the supplier is to arrange importation and paying customs duties etc. the rates quoted will be on FOR Destination basis and the safe arrival of the consignment from the country of origin dispatched to the destination will be of supplier responsibility. In that case Sales Tax and Statutory Local Levies (if any) will be payable extra as applicable. No Excise duty will be payable. The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis as per the requirement of BOQ (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-

works Price , (ii) CVD & SAD **included** in Basic Price (iii) Packing & Forwarding Charges if any (iv)Freight, Insurance, Installation Charge applicable if any

CENVAT Credit :(refer Clause 8.C- for furnishing information/ uploading of relevant documents). In case CCL is eligible for CENVAT Credit on admissible inputs and capital goods ,the set-off value (equal to ED/CVD, Custom Cess & SAD) of CENVAT credit will be offset from the landed price for ascertaining the L-1 status of the firms.

For this, if the Bill of Entry is not in the name of CCL, **the Indian agent / dealer passing the credit should be registered with Central Excise Department and will raise Excise Cum Tax Invoice as per Excise rule**, so that CCL is able to claim CENVAT credit on admissible inputs and capital goods.

Service Tax:

The applicable Service Tax on Freight, Insurance & Installation Charges should be quoted separately in designated columns of BOQ. CENAVT credit benefit as admissible shall be availed by CCL. Such amount *will be offset from the landed price for ascertaining the L-1 status of the firms*

Sales Tax :(refer Clause 8.C- for furnishing information/ uploading of relevant documents by Indian Bidders).

- a. **VALUE ADDED TAX (VAT):** In case of supplies where VAT is applicable, bidder should quote the rate of VAT applicable. The vendor should submit the Tax Invoice along with the supplies and CCL will avail Input Tax credit (ITC) as per the VAT rules. **The set- off of ITC will be considered as per its admissibility while evaluation of bids for comparison and ascertaining the L1 status of the firms.**
- b. **CENTRAL SALES TAX:** Concessional CST is applicable for the tendered items and form “C” will be issued by CCL to the Supplier. Central Sales tax as applicable for tendered item should be quoted. If the bidder is exempted from paying CST or paying CST at a lower rate than the national rate, notarized copy of valid documentary evidence is to be submitted (refer 8.C).

N.B : INPUT TAX CREDIT: An amount equivalent to VAT charged in the bill shall be withheld at the time of bill passing. The supplier shall be liable to submit the form JVAT 404 within three months from the end of the relevant financial year. The amount withheld shall be refunded within 15 days from the date of submission of form JVAT 404 by the supplier. The amount withheld shall bear no interest.

In case of default by the supplier in submitting form JVAT 404 within the time period, as specified above, the amount withheld shall be forfeited and the same shall be utilized by the concerned area for paying the additional tax demanded by commercial tax authorities due to non-submission of form JVAT 404.

N.B :

- 1) In case a tenderer does not specify the basis of price or quotes on Ex-Works or FOR Dispatching station basis, the price will be loaded in the following manner:
 - a. In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% (two percent) of the Ex-works price will be loaded to arrive at the FOR Despatching station price. Insurance charges shall be considered as per the existing transit insurance contract concluded by CCL.

- b. In case of FOR Despatching station offer, the following percentage shall be added to arrive at the FOR destination price, as element of estimated freight up to destination

Approx. distance of dispatching station from site	% of FOR Despatching station price
Above 2001 kms	5%
1501 to 2000 kms	4%
01 to 1500 kms	3%
501 to 00 kms	2%
500 kms and below	1%

However, if the firm quotes the exact amount of freight or packing and forwarding charges, the same shall be added in place of the above percentage amount.

On opening of the tender, system will automatically evaluate particulars as contained in GTE, TPS and other Commercial Parameters and GTE,TPS,BOQ and all other documents uploaded by the eligible bidders get opened as well as comparative statement of prices is generated by the system i.e L-1 bidder is decided. In view of above correct filling of BOQ plays a vital role and the L-1 rate decided by the system is final. Wherever rate of Duty or taxes (VAT, CST ,Service Tax, Auto Tax etc) are either not given or indicated as 00.00, the L-1 landed rate decided by the system will be considered however, while finalizing the price for order CENVAT and / or INPUT Credit if any will be adjusted from the Landed value generated by the system.

- 2) **Submission of JVAT404 form** : In case of supply from the firms classified under clause 3(exemption of EMD) who are presently exempted from depositing Security money, An undertaking is required to be submitted to the effect that, the required form JVAT 404 will be submitted within three months from the end of the relevant financial year.
- 3) **TRANSPORTATION** :It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carriers is illegal."

12. Taxes and Duties: In case of any increase in Taxes and Duties after the last date of submission of bid and up to the stipulated delivery period, the same shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. In case of any increase in Taxes and Duties after expiry of the stipulated delivery period, such increase will be borne by the Supplier. In case of any decrease in Taxes and Duties after the last date of submission of bid and up to the delivery period (stipulated/extended), the same shall be recovered from the Supplier.

13. Entry Tax: The present applicable rate of Entry tax for the tendered items is NIL at present.

14. Delivery Schedule:

- a. T/T Tyres with Tube & Flap, Size - 13.00 X 24 - 12 PR (minimum) :Delivery should commence within six weeks from the date of order &full ordered quantity to be completed within four months from the date of order.However early supply shall be accepted.

- b. T/T Tyres with Tube & Flap, Size - 14.00 X 25 - 24 PR,E3 :Delivery should commence within six weeks from the date of order & full ordered quantity to be completed within four months from the date of order. However early supply shall be accepted.
- c. T/L Tyres with O'Ring, Size - 21.00 X 35 - 36 PR, E-4 :Delivery should commence within six weeks from the date of order & full ordered quantity to be completed within six months from the date of order. However early supply shall be accepted.
- d. T/L Tyres with O'Ring, Size - 29.50 X 25 -28 PR, L- 5 :Full order quantity to be delivered within three months from the date of order. However early supply shall be accepted.
- e. T/L Tyres with O'Ring, Size - 24.00 X 35 - 48 PR, E- 4 :Delivery should commence within six weeks from the date of order @ 40 tyres per month & full order quantity to be supplied within ten months from the date of order.

N.B

(i) The bidder should be in a position to supply in the delivery period specified above at least 25% of the total quantity for which the bid has been issued. Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive. That means, **the offered quantities should not be less than 25% of the tendered quantities.**

(ii) Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.

15. Guarantee/Warranty: Warranty will be applicable in respect of sub-standard materials, poor workman ship and faulty design (excluding normal wear and tear) for a period of 12 months from the date of commissioning or 18 months from the date of supply which ever is earlier.

The warranty compensation on pro-rata basis calculated on contract price shall be payable based on remaining tread depth of the failed tyre. Warranty replacement will be decided on the basis of joint inspection report as per standard CIL/CCL format for the failed tyres to be held between the users and the manufacturer's representatives.

16. Identification Mark: Make, Size type & Serial number etc. of OTR Tyre should be embossed/ engraved / punched on non- wearing portion of the tyre.

Marking :- Month & year of manufacture along with batch no. and name of the Manufacturer is to be mentioned on each Tyre.

The tyre shall be of fresh manufacture and shall not be older than six (06) months on the date of acceptance of stores by the consignee.

NOTE: In case Manufacturer is not in position to provide Identification Marks showing Month & Year, on the tyres, they should submit duly signed write up for decoding the Serial Number to get month & year of manufacture of the tyre, with each supply at consignee end.

17. After Sale Services :-Technical support and services will be rendered by the firm free of cost as and when required to ensure satisfactory performance.

18. Security Deposit: The successful tenderer will be required to deposit Security Money equivalent to % of the value of the awarded contract (landed value) without having any ceiling, in the form of Demand Draft or irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-E), within 15 days from the date of receipt of Supply Order. The Bank Guarantee submitted towards Security Money shall be valid for a minimum period of 3(three)months beyond the stipulated delivery period. Failure to deposit the required Security Money within the specified period shall entail cancellation of

Supply Order and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealing with them.

The Security Deposit shall be refunded within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the Security Deposit shall be forfeited. In case of extension of the delivery period the validity of Bank Guarantee submitted towards Security Deposit shall be suitably extended to cover the required validity period of 3(three)months beyond the extended delivery period.

EXEMPTION OF SECURITY DEPOSIT: All the firms / tenderers who have qualified for the exemption of EMD(**Except MSE firms**) and having submitted (uploaded & attached) the required documents shall also be exempted from furnishing the Security Deposit, if validity of such certificate is sufficient to cover security period. If validity of the certificate expires after opening of the tender and document in support of extension of validity is not submitted by the firm, they shall not be considered for exemption and will have to submit Security Deposit as above, which shall be incorporated in the supply order in the event supply order is placed on the firm.

However, in case of NSIC registered firms, the exemption of the security deposit shall be only up to their monetary limit, if any, indicated in the registration certificate. In case the value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer shall have to furnish the Security Deposit for % of order value over such monetary limit.

Note : In case of a vendor development tender / Trial tender, there is no exemption to any bidder from depositing security money.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than % (ten percent) of the landed value of the order.

The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should be mentioned on the Bank Guarantee.

19. Performance Guarantee : [Applicable]

PBG issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-F) valid for 15 months from the date of commissioning (Putting in use) for % value of the equipment (along with accessories) including taxes and duties etc to the FOR Destination price of the equipment on order must be submitted before execution of supplies or along with supply bills. No payment shall be released without submission of the performance bank guarantee.

To arrive at the value of the Performance Bank Guarantee, the order value should be calculated as per the following guidelines:

- a. For Indigenous Order -
For arriving at the value for Performance Bank Guarantee to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.
- b. For Import Order -
For arriving at the value for Performance Bank Guarantee to be submitted for Import Orders, the order value will be arrived at by adding estimated amount of Freight, Insurance, Port Charges and Customs Duty etc. as applicable on the date of opening of price bid, to the FOB Price of the materials on order.
The Performance Bank Guarantee for the above case (A) & (B), shall be released after expiry of validity period if no claim is pending.

“The PBG will be released after successful completion of Performance guarantee period/criteria. On completion of Performance guarantee period/criteria, the firm should submit a written request to the supply order signing authority for release of PBG”

20. Inspection Clause: Final inspection at Consignee end

21. PAYMENT TERMS:

Payment Terms for indigenous bidders: 100% Payment 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 is applicable the payment will be released after submission of the same.

In case of ancillary units of CCL for ancillarised items, the ancillary payment terms will be applicable as per CCL norms and paying authority will be GM(Fin), CCL, HQ.

Payment Terms for indigenous bidders (Imported Materials) : 0% Payment 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 is applicable the payment will be released after submission of the same.

The supplier has also to produce the following documents along with supplies/bills,

- a) **Self attested copy of Principal's invoice / packing list along with original.**
- b) **Self attested copy of Bill of Lading / Airway bill.**
- c) **Self attested copy of Bill of entry along with original.**
- d) As per contractual requirement (if any) warranty / guarantee certificate.
- e) Certificate of origin.
- f) Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance by CCL).

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

N.B: CCL will avail CENVAT credit on purchases of various admissible inputs and capital goods as admissible. The payment of Excise duty /CVD & SAD (To be shown separately in the Invoice) shall be made only if the submitted Excise cum Tax Invoice contains all the information as required under rule 11 of Central Excise Rule 2002

SUBMISSION OF BILLS: For claiming payment, bills / Excise-Cum-Tax Invoice (wherever applicable) in triplicate should be submitted to the Paying Authority for arranging payment **except in case of direct import by CCL**. The following documents/certificate should also be submitted to the paying authority along with the Bill / Excise-Cum-Tax invoice:

- i. Self Authenticated Copy of Consignment Note.
- ii. Self Authenticated Copy of Guarantee / Warranty Certificate (if applicable).
- iii. Any other document specified in the supply order.
- iv. Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.

CENVAT credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty, education cess and secondary & higher education cess at applicable rates separately is required to be submitted . The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002 & subsequent amendments if any :

for e.g

- i. Registration no. of the Supplier.
- ii. Address of the concerned Central Excise Division.
- iii. Name of the consignee.

- iv. Description of goods supplied.
- v. Tariff heading and sub headings
- vi. Time and date of removal.
- vii. Mode of Transport.
- viii. Vehicle Registration number.
- ix. Rate of duty.
- x. Quantity and value of goods, and duty payable thereon.

In addition to the above the following documents are to be submitted as per terms of the supply order **to the consignee.**

a. In case of indigenously manufactured goods.

- i. One copy of the bill / Excise-Cum-Tax Invoice as the case may be.
- ii. Challan.
- iii. Packing list in original giving details of bill of materials.
- iv. Consignment note / RR/ PWB in original.
- v. Warranty / Guarantee certificate and fitment certificate (wherever applicable) in original.
- vi. Manufacturers test certificate in original (wherever applicable) as per supply order terms.
- vii. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- viii. Certificate from the auditor of the supplier certifying that excise duty has been paid as per prevailing excise rule, and Refund / Credit, if any obtained shall be passed on to the buyer (wherever excise duty is applicable).
- ix. Any other document specified in the supply order.

b. In case Supply is to be arranged after importing ordered items.

The following import documents are required to be submitted with each supply for acceptance of supplies by CCL

- i. **Self attested copy of Principal's invoice / packing list along with original.**
- ii. **Self attested copy of Bill of Lading / Airway bill.**
- iii. **Self attested copy of Bill of entry along with original.**
- iv. As per contractual requirement (if any) warranty / guarantee certificate.
- v. Certificate of origin.
- vi. Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.
- vii. Any other document specified in the supply order.

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by CCL).

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

22. INTEGRITY PACT:

The bidder has to download the Integrity Pact (as per Annexure-G of the NIT) from OID link of the portal & upload the same duly signed with seal of the bidder on each page & signature of the witnesses.

Name	Address	Contact
Dr. B. P. Nilratna	D-11/15, Pandara Road New Delhi – 1003	dr.b.p.nilratna@gmail.com

23. PURCHASE PREFERENCE: Purchase preference if applicable may be allowed to central public sector undertakings/Government departments/Ancillary Industries, in line with extant

Government of India/Central Vigilance Commission guidelines/procedures/CCL guidelines for Ancillary industries at the time of opening of price bid of the tender.

- A. **PROVISION FOR MICRO AND SMALL ENTERPRISES:** The bidders are to indicate whether or not they are covered under the provision of Micro, Small and Medium enterprises Act' 2006 and registered with the authority of the State Government as micro or small enterprise, in the AFFIDAVIT (enclosed in Annexure 'C').

In case bidder is covered under the provisions of Micro and Small Enterprises; they have to upload the Scanned copy (self authenticated & attested by Public Notary) along with other confirmatory documents.

If such bidder fails to upload the requisite documents, their eligibility status will not change, but they will not get any benefit as per the provision of the above Act.

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 if the price quoted by the MSEs is within 15% of L-1 price (L-1 price means Landed Lowest price) quoted by bidder, for the tendered items for which they are the L-1.

Purchase preference shall be applicable for the 20% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L- 1 price.

In case MSEs is the L-1 bidder for an item, order for 0% of the offered quantity shall be placed on MSEs firm.

However, if an MSE owned by SC/ST is within 15% of the L-1 price quoted by the L-1 bidder then 20% quantity shall be ordered on them at L-1 rate, subject to their acceptance.

In case L- 1 bidder is an enterprises other than MSEs then order for 20% of the tendered quantities shall be placed on MSEs firm whose price is within 15% of the L- 1 price and subject to their acceptance of L- 1 price.

In case more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other then MSEs than 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 than 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above.

In case of more than one MSEs is owned by SC or ST than 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above. ”

- B. **PROVISION FOR ANCILLARY UNITS:** The facilities / preferences for procurement of materials from the Ancillary units will be as per CCL's Ancillary policy prevailing at the time finalization of tender. The ancillary policy of CCL in respect of distribution of quantity will be followed wherever applicable.

24. **NEGOTIATION AND DISTRIBUTION OF ORDERS:** There shall be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation, in order to arrive at an acceptable price.

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.

f. **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.

g. **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 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.

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.

25. **LIQUIDATED DAMAGES:** Pl. refer to Clause No. 20 of General Terms & Conditions for supply of stores (Annexure-A).
26. **RISK PURCHASE:** In the event of failure of the supplier to deliver or despatch 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, the Company 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. It is mentioned clearly in this tender enquiry that 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 CCL and also in any other Subsidiary Companies/ Coal India Limited.
27. **PRICE FALL CLAUSE:** It will be a condition of the order that all through the currency the prices, at which the successful tenderers shall supply the stores, shall not exceed the lowest price charged by them to any other agency including DGS&D. In the event of Price going down, the supplier shall promptly pass on such information to enable this Company to amend the ordered rate.
28. **PRICE CERTIFICATE:** In the event of placement of Supply Order on the lowest tenderer they shall have to submit a price certificate in all their invoices in the following format:-

“It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organisation during the period of contract”.

29. FORCE MAJEURE: Pl. refer to Clause No. 21 of General Terms & Conditions for supply of stores (Annexure-A).

30. Increase/Decrease of tendered quantity:

CCL is entitled to increase or decrease the quantities against any/ all the items of the tender by not more than 20%(Twenty Percent) before opening of price bid. The latitude of 20% of tendered quantity will be applied by exception only. Accordingly bidders are to be informed that if the quantity to be ordered is more than the tendered quantity, an attempt should be made to obtain suitable discount with respect to prices from the eligible tenderers generated by the system.

31. Placement of Supply Order: The “General Terms & Conditions” as enclosed in the NIT at Annexure-A shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.

The bidder whose bid has been accepted, will be intimated about placement of supply order on-line and also by registered/speed post by the employer. The scanned copy of the supply order will be uploaded, on the e-procurement portal and the original copy will be sent to the L-1 bidder/s through Registered / Speed Post. The L-1 bidder/s will get the information regarding placement of supply order on their personalised dash-board on-line. The date of receipt of order will be taken as the date on which the scanned copy of Supply Order is uploaded on the e-Procurement portal or 7th day from the date of issue of Supply Order by Registered/Speed Post whichever will be earlier. It will be the responsibility of the firm to download the same from CCL portal.

On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of order. Failure to accept the supply order within the specified period may entail cancellation of supply order and the firm's performance will be recorded for further dealings with them.

32. Arbitration: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the department of public Enterprises to be nominated by secretary to the Govt. of India in-charge of the Deptt. of public Enterprises. The Arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary/Additional Secretary, when so authorized by the law secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

The arbitration clause mentioned above shall be applicable only in case of orders/contracts to be placed on Public Sector Enterprises/Government Departments

33. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

34. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
35. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to accept the tender in part and not in its entirety.
36. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the supply of store is to be executed.

GeneralManager(MM)

Encl:

Annexure "A"	General Terms and Conditions of Supply of Stores
Annexure "B"	Format of Letter of Bid
Annexure "C"	Proforma for Affidavit/undertaking to be submitted by bidder
Annexure "D"	Format for Information to be furnished
Annexure "E"	Format of Bank Guarantee for Security Guarantee
Annexure "F"	Format of Bank Guarantee for Performance Guarantee
Annexure "G"	Integrity Pact
Annexure "H"	Mandate form for Electronic Fund Transfer/Internet Banking payment

Annexure-A

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

Definition

1. 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 there under, 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 along with 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 along with the main unit and item wise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period up to 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 there from 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.
- (i) 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,
- (a) shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
- (b) shall use such material economically and solely for the purpose of the contract.
- (c) shall not dispose of the same without the previous permission in writing of the purchaser; and
- (d) 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 regarding the condition of such material.
- (ii) 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.

- (iii) 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.
- (iv) 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 indicated 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,
- 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 :**
- 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.,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.
 - 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 % 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.
 - For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.
 - 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.

(i) **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.

(ii) **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.

(iii) **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.

(iv) **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.

(v) **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.

(vi) **Stores Expended in Test**

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

(vii) **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 can not be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer;

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

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

(viii) **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 :

(a) 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

(b) 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

(c) 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.

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

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

(x) 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.

(xi) **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.

(xii) **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.

(xiii) **Removal of Rejection**

(a) 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.

(b) 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.

(xiv) **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

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

- (v) 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 :

- (i) 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%. Where felt necessary the limit of % can be increased to 15% at the discretion of Head of the Materials Management Division.
- (ii) 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 –
- (iii) 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 –
- (iv) 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.
- (v) To forfeit the security deposit full or in part.
- (vi) 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. Inspector 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 there from.

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 causes 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

- (i) This contract shall be governed by the Laws of India for the time being in force.
- (ii) 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.
- (iii) Jurisdiction of Courts
- (iv) 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.
- (v) Marking of Stores
- (vi) The marking of the stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

29. Corrupt Practices

- (i) 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.
- (ii) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-undo 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

- (i) 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.
- (ii) 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.
- (iii) 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

- (i) For all stores, 0% 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.
- (ii) 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.
- (iii) 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.
- (iv) 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 .
- (v) 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

- (i) 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.
- (ii) 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.

33. All disputes arising out of the contract shall be under the jurisdiction of **Ranchi court** only and as per "Law of the land".

(This format is to be downloaded & printed on **LETTER HEAD OF BIDDER without any modification except the filling the required information**)

To
The Tender Committee
MM Department
CCL, Ranchi

Sub: Letter of Bid

Ref: 1. NIT No. : "CCL/MMD/H.Q/RKP/OTR Small/3/16-17 "
2. Tender Id No. : "2016_CCL_35906_1"
3. Offer Reference No. (Optional) : ""

Dear Sirs,

I/We offer to supply the material as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Supply/Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us for** which **I/we** shall have no claim against CCL.

N.B: The following details as per registration with NIC portals to be furnished:

If the bidder himself is the DSC holder (Furnish following details as per registration with CIL portal):

***Name of the DSC holder:
Designation of DSC holder in the company
Registered/Corporate Address
Correspondence E mail Id:
Contact Number (Landline.....
Mobile No. Fax :***

a. If the physical signatory in Annexure C(affidavit/undertaking) & Annexure F(Integrity Pact- if applicable) uploaded by the DSC holder digitally signing the bid is not the bidder himself (Attach/Upload Power of Attorney or letter of authority to digitally signed the bids on behalf of bidder with letter of Bid)

***Name of the DSC holder:
Login Id/ E mail Id of the DSC holder:
Contact Number of DSC holder (Landline.....
Mobile No of DSC holder.
Name of the person & designation signing the Annexure C & Annexure F
Correspondence E mail Id of the company:
Mobile no. : Fax : `***

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

Non Judicial Stamp Paper (minimum value of Rs.).

AFFIDAVIT

I/We, -----, authorized representative of M/s..... Solemnly declare that:

1. I/We am/are submitting Tender for supply of against NIT No CCL/MMD/H.Q/RKP/OTR Small/3/16-17 dated 20.04.16, vide Tender ID 2016_CCL_35906_1
2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All scanned copy of documents uploaded by me / us in support of the information furnished online by me / us towards eligibility are valid and authentic.
4. * I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named "....." for a period of year/s, effective from to

5. * I/We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act'2006 and registered with the authority of the State Government.

OR

I/We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006

6. I/We further confirm that, we are not engaging and will not engage any child labour in any of the activities for which I/we are participating in the tender. In case it is reported & proved that child labour is engaged by me/us, imposition of penalty @ % of the contract value & blacklisting of my/our firm by CCL is acceptable.
7. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information furnished online by me / us towards eligibility is found to be fake / incorrect at any time , Central Coalfields Ltd. may cancel my Tender and penal action as deemed fit may be taken against me / .

*** Strike out whichever is not applicable**

Signature & Seal of the Tenderer

Dated.....

Signature & Seal of Notary

This format is to be downloaded, filled up (Printed) & uploaded digitally signed.

1	<p>Excise Registration Number :(Applicable only for Indian Bidder & in case the tendered item is Excisable/eligible for CENVAT credit)</p> <p>In case marketing outlet is not registered with Central Excise they shall provide Excise Number of their Principle manufacturer also uploading a certificate to the effect that , they will provide Excise Invoice of their manufacture containing the name of CCL as consignee</p>	
2	<p>CST/VAT Registration Number & % rate of quote (Applicable only for Indian Bidder) :</p>	<p>TIN Number :- (*CST/VAT) % rate of quote:-</p>
3a	<p>Details of location of works (Complete address and Phone nos.)-</p>	
3b	<p>Details of location from where the materials are supplied. (Complete address and Phone nos.)</p>	
3c	<p>Country of Origin of the offered materials.</p>	
3d	<p>Details of locations from where After Sales Service is provided. If applicable. (Complete address and Phone nos.)</p>	
3e	<p>In case of supply from the firms classified under clause 3(exemption of EMD) who are presently exempted from depositing Security money & have quoted JVAT</p>	<p>(*Applicable /Not Applicable)</p> <p>We hereby confirm that, the required form JVAT 404 will be submitted within three months from the end of the relevant financial year.</p>
3f	<p>In case quoted on "FOB Delivery Port basis" , furnish following details if applicable</p>	<p>*Applicable/Not Applicable</p>
	<p>. Currency in which rate has been quoted. . Name and contact details of the Indian Agent, if any . Beneficiary Bank Account Details for opening of LC . In case Indian Agent is involved ,Rate of Agency Commission (%age) if any , which will be paid in Indian currency only :</p>	<p>i..... ii..... iii..... iv.....</p>
4	<p>MSEs to provide UAM(UdyogAadharMamoramund) who are registered on-line under the Scheme of UdyogAadharMamoramund.</p>	

*** Strike out whichever is not applicable**

ANNEXURE-E

**Format of Bank Guarantee to be furnished by the Suppliers duly executed by their Bankers
(For Security Deposit)**

-----**(Name and address of the Purchaser Company)**

**Ref:- Bank Guarantee in respect of Agreement dated -----day of-----20 dated -----
----- between -----(Name of Purchaser Company) and -----
----- (Name of Supplier Company)**

Messers.....a Company/Firm having called the Contractor has entered in to an agreement with -----
----(Name of the Purchaser Company) hereinafter called (the Company) to supply ----- stores/ materials amounting to Rs--
----- on the terms and conditions contained in the said agreement.

It has been agreed that ----(---- percent payment of the value of the stores/ Materials will be made to the Contractor in terms of the said agreement on the Contractors furnishing to the Company a Bank Guarantee for the sum of Rs ----- as security for due repayment of the said sum in terms of the said agreement and also interest as therein provided.

The -----having its office at -----has at the request of the Contractor agreed to give the guarantee as herein after contained.

(We-----hereinafter called the Bank) do hereby Name of the Bank unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms of the said agreement regarding repayment of the said sum of Rs -----or any of them including the terms for payment of interest for delay in deliveries or shall commit any breach of its objection or demur pay to the Company the said sum of Rs -----or such portion as shall then remain unpaid with interest without requiring the Company to have recourse to any legal remedy that may be available to it or compel the Bank to pay the same or calling on the company to compel such payments by the Contractor.

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

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

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

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

Now, withstanding anything herein contained the liability of the bank under this guarantee is restricted to Rs----- only the guarantee shall remain in force till the ----- day of ----- and unless the guarantee is renewed or a claim is preferred against the bank within 3 months from the said date all rights of the company under this guarantee shall cease and the bank shall be released and discharged from all liability hereunder except as provided in the proceeding clause.

This Bank Guarantee will not be discharged due to the change in the constitution of Bank or Contractor.

This Bank has under its constitution power to give their guarantee and----- who has signed it on behalf of the Bank has authority to do so.

Name of the Person

Signature of authorized person

For and behalf of the Bank

Dated-----this-----day of -----20

ANNEXURE-F

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

Messers _____, a company having its office at _____ (hereinafter, called the seller) has entered into a contract No. _____ dated. _____ (hereinafter called the said contract) with Central coalfields Limited (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said Contract.

1. It has been agreed that hundred percent (0%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. _____ equivalent to % value of the stores/materials supplied by the 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 Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract.

The _____ Bank having its office at _____ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We _____ Bank Ltd., 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 and conditions contained in the said contract or by reason of the 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 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 Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We, _____ Bank Ltd., 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 it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or 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 to be given) _____ and unless the guarantee is renewed or a claim is preferred against the Bank within _____ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank Limited, further agree 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 the time of performance of the said contract 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 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 _____ of _____ any _____ such _____ variation

Annexure-G
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, Central Coalfields Limited acting through Shri , Designation of the officer, Ministry/ Department , Government of India (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 proposed 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 PSU performing in the name of Central Coalfields Limited, having its Hqrs. at Ranchi, Jharkhand.

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.

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

Commitments of the BUYER:

1.1 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.

1.2 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.

1.3 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 disfavor 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 BIDDES 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, agents, 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. 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. **Earnest Money (Security Deposit)** : As per NIT document.

6. Sanctions for Violations:

6.1 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 country 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.

6.2 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.

6.3 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 purpose of this Pact.

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or sub-systems 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.

8. Independent Monitors:

8.1 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 to be given).

8.2 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.

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

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

8.5 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.

8.6 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 Sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub contractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 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.

9. 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.

Law and Place of jurisdiction:

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

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudiced 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.

12. **Validity:**

12.1 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 BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case, the BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 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.

13. The parties hereby sign this Integrity Pact at ----- on -----

BUYER
Name of the Officer

BIDDER
Signature with Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-H

E-Payment

(To be returned to the company)

To,
Central Coalfields Limited.,
Darbhanga House,
Ranchi- 834 009

Dear sir,

Ref: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM / RTGS/CBS/INTRA BANK TRANSFER.

We hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

A. We confirm that we are registered/not registered (Strike out whichever is not applicable) with CCL for e-payment.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

B. The details for facilitating the payments(if not registered with CCL) are given below:-

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS (WITH PIN CODE)	
3.	TELEPHONE NO.(WITH STD CODE)	<input type="text"/>
4.	BANK PARTICULARS	
(A)	BANK NAME	
(B)	BANK TELEPHONE NO (WITH STD CODE)	<input type="text"/>
(C)	BRANCH NAME	
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS (WITH PIN CODE)	
(F)	BANK FAX NO.(WITH STD CODE)	<input type="text"/>
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF CANCELLED CHEQUE)	<input type="text"/>
(H)	11 DIGIT IFSC CODE OF THE BENEFICIARY'S BRANCH	<input type="text"/>
(I)	BANK ACCOUNT NO	<input type="text"/>
(J)	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	
	OTHERS	
	IF OTHERS,SPECIFY	
5.	PERMANENT ACCOUNT NO.(PAN)	<input type="text"/>
6.	EMAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	
7.	CCL VENDOR CODE	<input type="text"/>

I/we hereby declare that the particulars given above re correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

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)

Authorization No:

Name:

Official stamp

Date

(Signature of Authorized official from the Banks).