NORTHERN COALFIELDS LIMITED

(A Miniratna Company)

Tender No: NCL/SGR/MMD/ KOMATSU ENGINE/12000014/17 **Date:15/05/2020**

OPEN GLOBAL TENDER CUM REVERSE AUCTION

TENDER DOCUMENT

SUPPLY OF KOMATSU ENGINE MODEL SAA12V140E-3 APPLICABLE FOR KOMATSU D475A-5E0 DOZER

पोस्ट-सिगंरौली कोलियरी, जिला- सिगंरौली, म.प्र., पिन – 486 889

Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486 889

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SECTION I - INVITATION FOR BIDS

1. Tenders are invited through on-line bidding process on the website https://coalindiatenders.nic.in from the eligible bidders. For bidding online, the bidders must possess Class-2 or Class-3 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. The tender document is also available on website https://eprocure.gov.in and NCL website www.nclcil.in for download by the prospective bidders free of cost. There will be no sale/ distribution of Hard Copy of the Tender Document.

2. Brief details of the Tender are as under:

SN	Item Description	No. of Items	Estimated Value of Tender	Earnest Money Deposit in Rs.	Earnest Money Deposit in USD
1	KOMATSU Engine Model SAA12V140E-3 applicable for Komatsu D475A-5E0 Dozer	01 No.	Rs. 245.84 Lakhs	Rs.4,92,000.00	USD 6,600.00

3. All bids are to be submitted on-line on E Procurement portal of Coal India Ltd website https://coalindiatenders.nic.in No Offline-Bids will be accepted. 'Earnest Money Deposit' is to be submitted online through payment gateway provided at NIC Portal during online submission of bid. Overseas Bidders have the option to submit the EMD through direct remittance as detailed under the EMD clause of NIT.

4. Before starting the bidding process, bidders are advised to carefully read 'Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal' i.e. https://coalindiatenders.nic.in available under the link 'Help for Bidders' and any other guidelines available at bidding portal https://coalindiatenders.nic.in.

5. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time
a.	Tender Publishing date	**19.05.2020**	**18:50 Hr.**
b.	Document download start date	**20.05.2020**	**10:00 Hr.**
c.	Seek Clarification start date	**20.05.2020**	**10.00 Hr.**
d.	Seek Clarification end date	**02.06.2020**	**17.00 Hr.**
e.	Bid Submission start date	**20.05.2020**	**10:00 Hr.**
f.	Bid submission closing date	**20.06.2020**	**17.00 Hr.**
g.	Bid Opening date	**22.06.2020**	**11:00 Hr.**

6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The

responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.

7. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.

8. Reverse auction platform shall be created by TIA within two hours of opening of bids.

9. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.

10. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website https://coalindiatenders.nic.in/ tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.

11. The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.

12. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

13. It may please be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any.

14. There will be no physical sale of the tender documents.

SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. **Requirements for participation in e-tenders**

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

   a) PC with internet connectivity. It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, NCL / CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.

   b) Online Enrollment/ Registration with CIL's e-Procurement portal (https://coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorised person. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped/ registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.

   c) Bidder's claiming purchase preference under Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall register in the e-procurement portal as privileged/preferential category bidder before submitting their bid.

   d) Class II or Class III Digital Signature Certificate (DSC).

2. **Digital Signature Certificate (DSC)**

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

3. **Help for participating in e-tender**

   The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. In case of any difficulties in online submission of the bid please contact to M/s NIC (Shri Rakesh Dubey, Contact. No.:- 07805268308 OR NIC Toll Free telephone no: 1800-233-7312), before the schedule time of the submission of bid. All queries will be answered in English / Hindi only.

4. **Communication**

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

5. **Cost of Bidding**

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

B. Eligibility of Bidders

1. **Qualification Criteria**
   The bidder should be in a position to offer and supply in specific delivery period at least 25% of the total quantity for which the bid has been invited. Offer from bidders who fail to comply with the qualification criteria stated above shall be considered unresponsive.

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

   Only OEM / OES / OPM / MSE / Start Up are entitled to quote against this Global E-Tender.

i) Indigenous Manufacturers/ Foreign Manufacturers

Procurement would generally be made from manufacturers only. However, if the manufacturer does not quote directly as a matter of its corporate policy, the procurement can be made from its authorized Indian Agent based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization (**Annexure – III**). The manufacturer is also required to submit a certificate that it is not quoting in the tender directly as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization; it shall be liable for penal action as per provision of Coal India Purchase Manual 2020. If at any stage, it is found that agency commission has been paid by any principal without declaring the agent, the commission will be recovered with interest. Action should also be taken against the principal as per provisions of Coal India Purchase Manual.

In case the foreign manufacturer, as a matter of its corporate policy, does not quote directly, it can authorize its Indian Agent to quote on its behalf. In such case, the foreign manufacturer shall have to submit above mentioned certificates in favor of its Indian agent. If the manufacturer participates directly in any tender in India, then the procurement from the authorized agent shall not be allowed.

One manufacturer can authorize only one agent.

ii) Indian Agents

If an agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product.

The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The authorized Indian Agent is to **upload scanned copies** of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer.

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

iii) In case of offer from foreign manufacturers involving Indian agents, such bidder shall **submit the following pre-existing documents**, at the time of tender opening:

i) Foreign manufacturer's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent and the nature of after sales service to be rendered by the Indian Agent.

ii) Copy of the agency agreement with the foreign manufacturer stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para - (i) are complied with, the requirement of submission of document mentioned at Para (ii) may be waived.

iv) The manufacturer/ tenderer shall submit a certificate that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of CIL Purchase Manual.

v) The amount of Agency Commission payable to the Indian Agent in Indian currency will be limited to the percentage indicated in the Agency agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/ suspended from having business dealings with the Purchaser, by following laid down procedures for such banning/suspension of business dealings.

vi) Undertaking by Agent: Indian agents shall submit undertaking to the following extent:- "We will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and we will be responsible for providing the required after sale service."

vii) Apart from documents mentioned above as applicable, following documents are required to Establishing Bidder's Eligibility

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 (attested by Public Notary): 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 Agent authorized by Indian manufacturer	i. Tender specific Manufacturer's Authorization as per Annexure-III, signed and stamped by the manufacturer to quote against the NCL Tender, indicating the Tender Reference No. and date along with the offer (attested by Notary Public). ii. Any one of the following valid documents of the principal manufacturer (attested by Public Notary) 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.
(c)	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)	Indian Agent authorized by Foreign manufacturer	i. Tender specific Manufacturer's Authorization as per Annexure-III, signed and stamped by the manufacturer to quote against the NCL Tender, indicating the Tender Reference No. and date along with the offer (attested by Notary Public). ii. Any one of the following valid documents of the principal manufacturer (attested by Public Notary) a. Manufacturing license/certificate b. ISO Certificate. c. Any statutory document confirming the "Manufacturer" status of the Bidder

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.

Bidders may also note that:

A. Mandatory registration of bidder with statutory authorities like Income Tax, GST (if applicable), is required, unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration. For Example: If Bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 20 lakh then bidder has to submit the copy of Notification along Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than 20 Lakh; hence he is exempt from Registration under GST Act, 2017.

B. Bidder are required to submit Self-Certificate in the following format:

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the com plaints/claim (s) lodged by the purchaser, if any, have been attended to and no com plaints/ claim s(s) are pending".

(Format as per **Annexure –IV**)

In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if it is subsequently found to be misleading/ false/ forged.

However, NCL reserves the right to obtain the performance directly from the end user of the item/product.

SCANNED DOCUMENTS OF THE DOCUMENTS IN RESPECT OF ELIGIBILITY CRITERIA INCLUDING AUTHORISATION IF ANY, TO BE UPLOADED AS SINGLE .pdf FILE NAMED **"Eligibility.pdf", in COVER-I**

Failure to submit the above Documents may render a tenderer "UNACCEPTABLE" without any further correspondence.

NOTE:

In the instant tender, following firms have been identified as OEM/OES/OPM:-

1) OEM & OPM *:* M/s Komatsu

2) OES*:* M/s L&T Construction and Mining Machinery.

However other firms who fulfil the criteria of Provenness can also participate in the tender. The firm will be treated as Proven Source on fulfilling the PROVENNESS CRITERIA as per Clause 3, Part B of ITB (Section II).

Firms other than identified OEM / OES / OPM, who are claiming themselves as OPM, are also required to submit duly self-attested and notarized Proof of Manufacturer for the tendered / quoted items.

3. Provenness Criteria

The Spares Parts for HEMM to be offered by the tenderer shall be considered proven if the tenderer qualifies under any one of the following category:-

(i) OEM - Means Original Equipment Manufacturer.

(ii) OES - Means authorized supplier of Original Equipment Manufacturer. Only those firms who have the current authorization and/or technical collaboration of OEM for supply of their equipment and providing technical services would be treated as OES.

(iii) OPM - Means Original Parts Manufacturer falling under the following categories:

(i) The original manufacturers of assemblies, sub-assemblies or components of the original equipment.

(ii)The original manufacturers of spare parts/ items of assemblies, sub-assemblies or components of the original equipment.

However, other manufacturer shall also qualify as OPM on fulfilling any one of the following criteria:-

I) On submission of the following documents by OPM:

a) Self-certificate, of being manufacturer of the Assemblies/Sub-assemblies/Components, etc.

b) Self-certified copies of Purchase Orders in support of proof of having supplied to OEM or copy of an Agreement of the OEM with OPM, for the above items.

c) Self-certified copy of performance certificate from the end user to assess the provenness credibility of the OPM based on the following criteria:-

"Assemblies/ sub-assemblies/ components and their spares/ etc. offered by the OPM must have been supplied in the past to CIL/Subsidiary Companies or other PSUs/Government Departments and these should have performed satisfactorily for a period of not less than one year from the date of fitment/ commissioning".

If the above mentioned declaration/ information/ documents submitted by the OPM are subsequently found false or forged/tampered in any way, the total responsibility shall lie with the OPM and CIL/ Subsidiaiy Companies shall reserve the full right to take suitable penal action as may be deemed fit including banning of business, apart from forfeiture of EMD, Security Deposit, etc.

OR

II) The manufacturer whose supplied assemblies/ sub-assemblies/ components to the OEM, have been declared fitted on the equipment by the OEM. In such cases, documents mentioned under 1 (a), 1 (b) and 1 (c) above are not required for declaring them as OPM.

OR

III) The manufacturer whose supplied assemblies/ sub-assemblies/ components were found fitted on the equipment at the time of physical verification by the Committee. In such cases, documents mentioned under 1 (a), 1 (b) and 1 (c) above are not required for declaring them as OPM.

In case of identified OPM, no documents are required to be submitted by the identified OPM.

In case the performance of two consecutive supplies made by the OPM in a subsidiary company is not found satisfactory, its name will be deleted from the list and the said OPM after issue of a notice will not be considered for further issuance of enquiry.

*SCANNED DOCUMENTS OF THE DOCUMENTS IN RESPECT OF PROVENNESS CRITERIA TO BE UPLOADED AS SINGLE .pdf FILE NAMED **"Prove.pdf", in COVER-I.***

Failure to submit the above Documents may render a tenderer "UNACCEPTABLE" without any further correspondence.

Note:

Private Organization - *Private Organization means only registered Companies under Indian Companies Act, 1956 or the Companies Act, 2013 for Indian Companies and for foreign Companies registered under Companies Act of their respective countries.*

MSEs and Startups - *For establishing provenness of the tendered items quoted by MSEs and Startups bidders, the relevant corresponding provisions as per NIT shall be applicable.*

Local supplier: *Local supplier means a supplier or service provider whose product or service offered for procurement has a minimum local content of 50%. Here, local content means the amount of value added in India, which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.*

4. Relaxation for MSEs and Startup

Ref:

1) O.M. No. 1(2)(1)/2016-MA dated 10th March 2016 of Additional Secretary and Development Commissioner-MSME, GOI, New Delhi
2) O.M. No. F-20/2/2014-PPD(Pt.) dated 25th July 2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi
3) O.M. No. F-20/2/2014-PPD(Pt) dated 20.09.2016 of Under Secretary (PPD), Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi

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In reference to the above three Office Memorandums issued by different of Govt. of India regarding non-insistence of prior experience and turn over criteria in respect of MSEs and Startups, the following may be noted:

4.1 Definition and Eligibility of Start-up shall be in line with OM vide letter no.F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI, subsequent amendment, if any.

"Startups":- Startups means an entity, incorporated or registered in India not prior to ten years, with annual turnover not exceeding Rs. 100 crores in any preceding financial year, working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that such entity is not formed by splitting up, or reconstruction of a business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs. 100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to Startups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India].

4.2 Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.

4.3 MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. There may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer procurement from vendors having proven capability. Wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups. In view of the above instructions, wherever, it is decided not to relax prior experience/ turnover criteria.

4.3 Prior experience and turn over criteria is not applicable for Startups & MSEs in the tenders in respect of either of the following situation and no further documents regarding Provenness will be required to be submitted by these categories of bidders.

If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per **Annexure-VIII Sample Forms)** has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability shall be done by the

concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided that date of such reports are not more than one year from the date of opening of bids.

If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- a valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

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

7.1 It is clarified that if L I price is quoted by an MSE, then the MSE who quotes L I price will get the opportunity for full supply. However, if there are ancillary units within LI+15% price band, then 20% quantity shall be distributed among them at L I price.

7.2 Further, in case of non-divisible tenders, an MSE quoting in the price band of LI+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L I by the MSE concerned.

7.3 Where any Aggregator appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

7.4 This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

C. Bid Documents

1. **Content of Bid Documents**

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

a. Instructions to Bidders (ITB);
b. General Conditions of Contract (GCC);
c. Special Conditions of Contract (SCC);
d. Schedule of Requirements (SOR);
e. Technical Specifications;
f. Sample Forms (**Annexure – I** to **XVII**);
g. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;

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

2. **Clarification of Bid Documents**

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the deadline for the online submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal up to 07 (seven) days before the last date of submission of bid, as indicated in the Time Schedule of tender. (Section I (5)).

D. Preparation and Submission of Bid

1. Language of Bid

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

2. User Portal Agreement

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

3. Letter of Bid (LOB)

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

Above documents are to be uploaded in a folder named **"LOB"** provided in the e-procurement portal.

Note:

a) The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of the person signing the LOB as the person is DSC holder and is himself bidding online on CIL's e-Procurement Portal.

b) In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized as per **Annexure-II** by the person signing the LOB in favour of person bidding online is required to be uploaded.

4. Period of Validity of Bids

The bids (Techno-Commercial Bid and Price-Bid) shall remain valid for a period of 120 days from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by the purchaser.

5. Methodology for online Submission of Bids

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

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

(I) **Technical Parameter Sheet with Commercial Parameter Sheet (TPS-CPS.xls).** : This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder must upload the same Excel file during Bid submission. The Technical Parameter cum Commercial Parameter Excel file shall contain the following **Two** sheets:

a) **Commercial Parameter Sheet** (**CPS) -** The Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same. **Note: Bidders should fill Commercial Parameter Sheet (CPS) first and then Technical Parameter Sheet (TPS-BoQ1) thereafter.**

b) **Technical Parameter Sheet (TPS-BoQ1)** - The Technical Parameter Sheet containing the technical specification parameters for each tendered item is in Excel format. Non-compliance of any of the parameter of specification for any of the item will disqualify the bidder for that item.

The Technical Parameter Sheet (TPS-BoQ1) & Commercial Parameter Sheet (CPS) which is incomplete and not submitted as per instruction given will be rejected by the system. In case of non-compliance of any of the parameter/ terms in these sheets shall result in rejection of the bid during the process of automatic evaluation by the system and such bids shall not be considered for opening of Price Bids.

(II) **Other Commercial Information** Sheet: Other Commercial Information Sheet in XLS File (named as COMMERCIAL.XLS) is to be downloaded from bidding portal and uploaded after fulfilling the required details. This xls file shall contain a single sheet and bidders must fill the relevant information in the said sheet before uploading the same (to be submitted in Cover-I)

(III) The details of other documents to be submitted in cover –I

Annexure - I	Letter of Bid	To be submitted in "LOB" in Cover I as a pdf file.
Annexure - II	Format for Authorisation to DSC Holder bidding online by the person who has signed LOB	
Annexure - III	Manufacturer's tender specific Authorisation and declaration	To be submitted in "CERTIFICATES" attached in single PDF file in Cover I
Annexure - IV	Self-Certificate for Proven-ness	
Annexure - V	Lowest Price Certificate	
Annexure - VI	Quality Certificate	
Annexure - VII	No-Deviation Certificate	
Annexure - IX	Declaration for Non Banning-Delisting	
Annexure - X	Fitment Certificate	
Annexure - XI	Technical Support & Services Certificate	
Annexure - XII	HSN (Harmonized System Nomenclature) code of product.	
Annexure - XV	Pre Contract Integrity Pact	
Annexure-XVII	Mandate Form for e-payment	
CPS contained in TPS as Sheet 2	Commercial Parameter Sheet	To be downloaded, filled & uploaded in "TPS-BoQ1.xls" file in Cover I
Commercial	Other Commercial Information	To be downloaded, filled & uploaded in "COMMERCIAL.xls" file in Cover I
Annexure - VIII	Proforma for Equipment and Quality Control applicable for MSE's & Startups	To be Submitted in Single pdf file in ELIGIBILITY DOCUMENTS in Cover I
Documents related with Eligibility Criteria		
Documents if any, given in Section "Technical Specification"		To be Submitted in Single pdf file in TECHNICAL DOCUMENTS in Cover I
All the documents related to Proven-ness Criteria given in Section "Technical Specification" in Table under the heading "PROVE DOCUMENT"		To be Submitted in Single pdf file in PROVE DOCUMENT in Cover I
SCANNED COPY FOREIGN REMITTANCE PROOF TOWARDS EMD / EXEMPTION DOCUMENT FROM EMD / SECURITY MONEY (IF APPLICABLE).		To be submitted in "EMD AND OTHER DOC" attached in single PDF file in Cover I
Certificate / in support of MSME, if applicable		
Certificate in support of Startup, if applicable		
Certificate in support for giving preference to "Make in India" Products, if applicable		
Any other document/certificate as per requirement of NIT.		

5.3 Price Bid (Cover-II): The Price Bid containing the Bill of Quantity (BOQ) is in Excel Format will be uploaded during tender creation. The Price Bid/ BOQ comprises of following Sheets:

I. BoQ1: This is Top Sheet of the Price Bid. Bidders are required to fill up the relevant details only. Entry of Price is not allowed in this Sheet. **Bidders are required to select the Currency in which they desire to quote from the drop-down menu available in this sheet (INR or Other Currency) for each individual item.**

Submission of information/Price in 'Bid_INR' & 'Bid_Other': The Price bid/BOQ containing the above Sheets in Excel File will be downloaded by the bidder and they will quote the rates, taxes & duties etc. for the offered items in the same Excel file along with the price.

Thereafter, the bidder must upload the same Excel file during bid submission in Cover-II. Price is to be quoted in the following manner:

(A) **Bidders Who Desire to Submit Offer in "INR"**: The bidders will select the item wise **Type of Currency** as **"INR"** in the **BoQ1 Sheet**. The bidders are required to fill all required data and Price Elements as indicated in **Bid_INR Sheet**.

(B) **Bidders Who Desire to Submit Offer in "Foreign Currency"**: Foreign Bidders who are not willing to quote in INR have the choice to submit offer in any of the following currencies: (a) US Dollar (US$) (b) Euro € (c) GBP £ (d) Japanese Yen ¥ and (e) Australian Dollar.

They have to select the **Port of Shipment / Country of Origin** in this sheet. The bidders are required to fill all required data **including the approx. weight for each of the tendered items (in kgs)** and Price Elements as indicated in the **Bid_Other Sheet**.

NOTE: The price for determining status of the bidders shall be automatically calculated by the system based on the inputs values provided by respective bidder in their price bid.

Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. NCL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank. However, in case "Basic Price" is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.

5.4 OTHER INFORMATION REGARDING BOQ/ PRICE BID:

i.) The Price-bid will be in item-wise unit Rate BOQ format and the bidder may quote for any or all the tendered items. The Price bid of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

ii.) In case of Taxes and Duties like CGST, SGST or IGST, GST Cess (if applicable), the applicable rate of these duties in terms of %age or is to be entered in the relevant fields.

Note: NCL consignee is/are located in MP as well as UP

For Intra-State Supply:	**For Inter-State Supply**
Where bidder is having local office/warehouses in the state of supply. Bidder has to indicate applicable Rate of (CGST+SGST) in terms of %age in the relevant column in Price bid. The breakup to CGST & SGST in terms of %age is to be given in Other Commercial Information (OCI.xls)	Where bidder is NOT having local office/warehouses in the state of supply. Bidder has to indicate applicable Rate of IGST in terms of %age in the relevant column in Price bid.
In case supply is to be made in UP as well as MP, bidder has to quote applicable rate of GST in the price bid and breakup in terms of CGST/SGST/IGST is to be given in Other commercial Information for supply in UP as well as MP as applicable in their case.	

iii.) The rate of CGST, SGST or IGST, GST Cess (if applicable) entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid.

If bidder is eligible for Exemption of GST or lower than the normal rate is applicable then bidder has to upload the authenticated documents towards such exemption online & furnish the authentic documents along with certificate of Practicing Chartered Accountant having Certificate of Practice and having valid membership number of ICAI clearly mentioned that Bidder is eligible to opt the benefit of scheme/notification and fulfilled all the condition as mentioned in notification in this regard.

iv.) In case the tendered item is eligible for Input Tax credit of GST and there is certainty at the time of bid evaluation about the quantum of tax credit available, then the L-1 status shall be decided by deducting the Input tax Credit [CGST, SGST or IGST, GST Cess (if applicable) as the case may be] Amount component from the total Rate by the system.

However, if Bidder has opted composition scheme as per the provision of section 10 of CGST Act, 2017, they cannot charge the CGST/SGST/IGST/GST Cess, L-1 status will be determined on the basis of their quoted price.

v.) In case of Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, NCL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST SGST, GST Cess will be included in landed price. However if the tendered items is eligible for Input Tax credit, the same will be deducted while computing the L-1 Status.

vi.) In case of Successful bidder(s), if at the time of supply it is found that Input Tax Credit available to NCL on this account is less than the 'Input Tax Credit Amount Per Unit" declared in the BOQ/Price Bid, the differential amount between the two shall be deducted from the Bill of Supplier while making payment to them.

vii.) Delivery is to be effected on Door delivery basis, thus bidder has to arrange the prescribed E-way bill at their end.

viii.) 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-Procurement website. Under any circumstances, NCL 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-Procurement system or internet connectivity failures.

ix.) **HSN Code** - Bidder to mandatorily quote HSN (Harmonized System Nomenclature) code of product as per the format given at **Annexure-XII**.

Statutory Variation: If there is any statutory change in GST/SGST/IGST within contractual delivery period, the same shall be admissible and will be paid at actuals based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.

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

5.6 Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with the offer as per tender requirements at relevant spaces / folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in 100 DPI for clarity & easy uploading.

5.7 In case bidders upload copies of registration certificate of NSIC/BIS License and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be duly attested by a **Notary Public**. Apart from copies of supporting documents required as mentioned in the NIT, no additional/redundant document should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet, shall be ignored.

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

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

6. Submission of Forged/Tampered Documents

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

7. Earnest Money Deposit

A. Submission of EMD

The value of Earnest Money to be deposited by the tenderer is specified in the NIT. Specified amount of EMD shall be submitted online through payment gateway provided at NIC Portal during online submission of bid.

In case of exemption of EMD, the scanned copy of documents in support of exemption will have to be uploaded by the bidder during bid submission.

For Overseas bidders EMD in the form of Direct Foreign Remittance may be drawn directly in the name of Northern Coalfields Ltd. Bank Account 10373629847, CAG Branch, State Bank of India, Kolkata -Branch Code 09998, having the SWIFT Facility bearing No SBININBB175, and scanned copy of the documentary evidence for such Direct Remittance must be up-loaded while submitting online Bid. (EMD & Other documents) EMD shall be interest free.

B. Exemption from Submission of EMD

a) State/Central Government Organisations/PSUs, valid NSIC registered firms, valid Ancillary Units of the Purchaser, Micro and Small Enterprises [MSEs] as per Public Procurement Policy for MSEs Order, 2012 and Startups as recognized by Department for Promotion of Industry & Internal Trade [DPIIT] (irrespective of the stores for which they are registered) are exempted from submission of EMD. Such bidders 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 [by selecting "yes" option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State / Central Government Organizations/ PSUs	Self- declaration
2	NSIC registered Firms	Valid and Complete NSIC Registration certificate attested by Notary Public
3	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate attested by Notary Public
4	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of Registration certificate issued by District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or Udyog Aadhaar Memorandum [UAM] issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-II) signed by DIC.
5	Startup	Public Notary Attested copy of Recognition certificate from Department for Promotion of Industry & Internal Trade [DPIIT].

b) OEM/OES are also exempted from submission of EMD.

Note:

1. Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period covers the original date of tender opening.
2. Above referred "Public Procurement Policy for MSEs Order, 2012" is applicable for procurement of goods produced and services rendered by MSEs. Traders are excluded from the purview of Public Procurement Policy.

C. Refund of EMD

- EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.
- In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.

- If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.
- The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit from the bidder.
- If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment. For all such e-Payments, bidder will have to submit Mandate Form as per **[Annexure-XVII], Sample Form.**
- If the successful/unsuccessful foreign bidder has submitted EMD in foreign currency, refund will be made in foreign currency through e-payment. In case of refund of EMD submitted in foreign currency, all charges towards such refund shall be borne by the purchaser.

D. Forfeiture of EMD

The EMD shall be forfeited in the following cases:

- If the bidder withdraws its bid during the period of bid validity offered by the bidder; or
- In the case of a successful bidder, if the successful bidder fails
  1. Fails to submit order acceptance within 30 days from the date of order; or
  2. Refuses to accept/execute the contract.
  3. Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

8. Deadline for Submission of Bids

Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in **Sec-I, IFB.**

The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

In case, 03(three) bids are not received within originally stipulated time; the due date of tender shall be extended by 2 days automatically by the portal. In case even after one extension of due date by 2 (Two) days, less than 03(three) bids are received, the due date shall again be extended by another 5 (Five) days by the portal automatically. If, even after granting two extensions (2 days+5 days), less than 03(three) bids are received, tender shall be opened without further extension. In case no offer is received, tender will be cancelled.

9. Late Bids

No bid will be accepted after the deadline for online submission of bid.

10. Modification and Withdrawal of Bids

i. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
ii. No bid can be modified after the deadline for submission of bids.
iii. Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.
iv. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money.

11. Purchaser's Right to Accept or Reject any or all Bids

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. No dispute of any kind can be raised against this right of the Purchaser in any court of law or elsewhere.

12. Bid Prices

Prices quoted must be FIRM till delivery and on F.O.R. Destination basis, with the break up as per BOQ / Price Bid. Delivery is to be effected on door delivery basis. Safe arrival of stores at destination shall be the responsibility of the supplier. The prices must be quoted in the following manner:-

Prices quoted should be given in figures only (To be indicated in BOQ/Price Bid only).

I.) **For Bidders in India**: The rate should be quoted by the bidders from India in Indian Rupee on FOR Destination basis which may be any Regional / Central Stores of NCL. The offer should indicate rate per unit, discount if any, etc. in the Price Bid format Bid_INR.

The bidder should indicate all the relevant cost elements applicable in their case in Bid_INR at the specified space.

For taxes / duties (% age) and amount both should be clearly indicated as applicable on the date of offer. The prices quoted should be net of Input Tax Credit of bidder.

Safe arrival of materials up to destination shall be the responsibility of the supplier. Thus E-Way bill, if any required shall be arranged by Bidder.

II.) **For Indirect Import (Where Supplier is to Arrange Import & Pay Customs Duty etc.)** Indian Agents/Dealer/Distributors of overseas suppliers should also submit their offer in above Price Bid Format Bid_INR in case they are submitting the offer in Indian Rupee on FOR Destination basis. In case of imported items, offer may be submitted in the following manner :--

(a) Price quoted will be on FOR destination basis and the safe arrival of the consignment from the country of origin dispatched to the ultimate destination will be suppliers' responsibility. In that case only CGST, SGST or IGST and Statutory local levies (if any) will be payable extra as applicable against documentary evidence.

(b) The tenderer shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Custom Duty as per prevailing Custom Rates and refund if any shall be passed on to NCL and their quoted prices is net of IGST paid at the time of import, shall be submitted along with supplies/bills.

(c) **Import Documents: -** Shall be applicable as per relevant Clause of NIT.

III.) **FOR OVERSEAS BIDDERS**: The overseas bidders if quoting directly should quote in the selected Foreign Currency in the Price Bid Format Bid_Other.

a) The bidders from overseas countries shall quote the prices on FOB port of shipment basis in the Price Bid Format Bid_Other, in any of the specified foreign currency.

b) Agency commission, Margin, Rebate, Discount, etc., if any, for the Indian Agent should be clearly specified in %age of Net FOB value in the Price Bid Format Bid_Other. In case of Indian Agent of Foreign Principal, detailed service to be provided must be confirmed. Indian Agent should submit Copy of Agency Agreement, if any with their Techno-commercial Bid against this tender.

IV.) Conditional discounts shall not be considered for comparison purpose. Cash discount or prompt payment discount will also not be considered for comparison purpose. However, the discount offered for NCL normal payment terms (without any condition or deviation) given in this tender will not be considered as conditional discount.

V.) The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

VI.) Consideration of Abnormally Low Bids

An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

E. Bid Opening and Evaluation

1. Opening of Bids by Purchaser

i. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process, document in support of exemption of EMD (if applicable) and documents as per requirement of Technical Parameter Sheet (TPS-BoQ1) Cum Commercial parameter Sheet (CPS) in excel format for techno-commercial evaluation.

ii. The online bids will be opened on the pre-scheduled date and time of tender opening. The bids will be decrypted on-line and will be opened by the “Bid Opener” with their Digital Signature Certificates and upon opening of the tender by the bid openers, system automatically evaluates particulars as contained in GTE, TPS and other commercial parameters (combined with TPS).

iii. Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices is generated by the system.

iv. The L-1 price in INR will be declared by the system, based on the comparative statement so generated.

2. REVERSE AUCTION (For Estimated Value of the tender more than Rupees 50 Lakhs):

Upon opening of the price bids, a reverse auction platform will be created after system calculates L-1 price automatically as per Evaluation criteria of NIT. This L-1 price will be Auction Start Price. The RA will start within 2 hours from actual time of opening of tender and same will be intimated through SMS & e-mail by the e-procurement system. However, bidders will be able to see the auction details in the “MY AUCTION” tab after successful publication of the Reverse Auction Platform. At the time of auction, bidders may participate in Auction through

"LIVE AUCTION" tab. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

Reverse Auction Process (RAP) shall be as under:

(a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform named "Auction BOQ" will be created.

(b) Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.

(c) The multi auction template will display only the item-wise L-1 price received, decrement value, starting and end time. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders and NCL.

(d) The L-1 bid price of each item, calculated as per Evaluation criteria of NIT, will be "Start Bid Price" for respective item of the NIT.

(e) There will be no participation fees for e-Reverse auction.

(f) Item-wise H -l bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H -1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H -l net landed cost/price, the bidder who had submitted/ frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However H -l elimination will not be applicable to the preferential category of bidder like MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.

(g) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:

i) For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.

ii) For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.

iii) For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.

iv) For decrement value from Rs.1,001/- to Rs.10, 000/-, rounding off will be made to nearest 1,000;

v) For decrement value from Rs.10,001/- to Rs.1,00,000/-, rounding off will be made to nearest 10,000 ;

vi) For decrement value from Rs.1, 00, 001/- to Rs.10,00,000/-, rounding off will be made to nearest 1,00,000 and so on…

(h) The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower.

This shall be worked out as under:

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

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

DV_1= Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range)

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

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

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

(i) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by 10 minutes in case of any reduction recorded in the last 10 minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 10 minutes slot.

(j) System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall.

(k) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.

(l) Break-up of price: For bidders quoting in foreign currency as well as in INR, the break-up will be sought through confirmatory link and the successful bidder shall upload break-up of price online through confirmatory link, after reverse auction in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any item/component. The price, if any, may be either equal to the price offered in reverse auction or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The break-up of prices should be uploaded in specified time frame. In case the L-1 bidder fails to submit the break-up of landed price within stipulated period, the Purchaser will be at liberty to place order on the basis of the break-up of the e-price bid (BOQ template) submitted by the bidder along with the initial offer, proportionately reduced and the same will be binding on the bidder.

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

(n) Since, reverse auction is a sequel to e-tender; the process of finalizing the tender upon completion of reverse auction will be the same as the tender process without reverse auction.

(o) The Auction bid history shall reflect only the bid price.

(p) Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.

(q) Purchase Preference: In case NIT provides for purchase preference as per Govt. of India policy, as may be notified from time to time to any category of bidders, and if any of the 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.

(r) Conversion Rate: While evaluating the bids, for conversion of foreign currency into Indian Rupees, the exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or data obtained directly from Banks.

(s) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.

(t) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published in the portal. All bidders shall have the facility to see and get a print of the same for their record.

(u) 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 the Purchaser will form a binding contract between the Purchaser and the bidder for entering into a contract.

(v) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.

(w) If the lowest price received during reverse auction is found unreasonable or it is unacceptable by Tender Inviting Authority (TIA), 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.

(x) 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.

(y) 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.

3. Examination, Verification and Evaluation of Bids

a) Supportive documents of the L-1 bidders for the respective items shall be downloaded for evaluation first.

b) Any L-1 bid which has not been submitted either with the requisite amount of EMD or the valid exemption document will not be considered for further evaluation.

c) During evaluation of the uploaded documents, shortfall/confirmatory documents, if required, will be sought from the L-1 bidders. For this purpose, maximum 2 chances shall be given.

d) The Purchaser will examine the Techno-Commercial bids submitted online by the L-1 bidders and the required uploaded documents to determine whether they are complete and in conformity with the tender document.

e) Purchaser will determine whether Techno-commercial bid of the L-1 bidder is meeting to the requirements of the tender document on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the tender document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.

4. Evaluation and Comparison of the Bids

On the scheduled date and time of tender opening, both Techno-Commercial Bids (Cover-I) and Price-Bid (Cover-II) will be opened on-line. Upon opening, system will automatically evaluate particulars as contained in TPS including CPS and the TPS, BOQ and all other documents

uploaded by eligible bidders will get opened. After opening of the bids, a reverse auction platform (for tender Value more than 50.00 Lakhs) will be created with the lowest price obtained through BOQ (Price bid) as “Start bid price”. The reverse auction procedure has been elaborated in relevant Clause of NIT.

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

(A) Evaluation of Indigenous Offer in Indian Rupees

a) The bidder will fill their unit prices in Indian Rupees and on FOR Destination basis with the applicable rate of GST on FOR destination price in BOQ-“INR sheet”. For the purpose of the contract, term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination

b) The rate of GST entered by the bidder in BOQ-“INR sheet” shall be legally applicable rate of GST at the time of submission of bid.

c) Landed Price shall be arrived at after adding these two elements of prices quoted in BOQ-“INR sheet”.

d) Net Landed Unit Price will be arrived at after deducting Input Tax Credit for GST from Landed Price.

(B) <u>For Overseas Manufacturer (for FOB Offer):</u>

Tenderers should quote firm price on FOB basis only, indicating the currency.

The total price will be estimated in the following manner to arrive at the CIF price and the Total landed price of the Import offers:-

i. Freight Charges from FOB Port of Shipment to Kolkata Port

Sectors	Freight
For USA, Canada and Japan	12% of Net FOB value
All other Sectors	10% of Net FOB value

ii. Insurance charges shall be considered @ 0.5% of the net FOB price.

iii. The FOB Price, Agency commission (FOB value is inclusive of Agency Commission), Marine freight and Marine insurance charges will be added together to work out the CIF Price of the equipment.

iv. Basic Customs Duty (BCD) on assessable value (which will be CIF value), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), will then be added on the CIF price, thus converted into Indian currency.

v. On this net price, 2% of FOB will be added as port clearance and forwarding charges and 3% of net FOB as estimated average inland freight up to destination, to arrive at the total price (landed price). IGST will be added on Port Clearance & forwarding charges and Inland freight and insurance upto destination.

vi. Input Credit of GST, wherever applicable will be availed while evaluating Cost to Company. Therefore, the total component of GST and IGST shall be deducted from the total foreign currency component to arrive at “Net foreign currency” component which will be carried over to the front sheet under head “Rates from Bid_Other Sheet” in BoQ1 sheet.

vii. The Net Foreign currency component as arrived at (f) above shall be converted to INR at the exchange rate prevailing on the date of opening of Price Bid

NOTE:

4.2 The L-1 status shall be decided by deducing the Input Tax credit on GST. Therefore the bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in NCL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.

4.3 Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.

4.4 If a new statutory tax/levy/Cess/surcharge etc. comes into effect after award of contract, the same will be considered based on the merit of the case.

5. Conversion to Single Currency

To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.

The applicable Exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or data obtained directly from Banks.

6. Shortfall Documents / Confirmatory Documents

After evaluation shortfall documents/ Confirmatory Documents, if required, shall be sought from the L1 bidder. Request for documents and the response shall be in writing. No modification of the bid and any form of communication with NCL or submission of any additional documents, not specifically asked for by NCL, will be allowed and even submitted they will not be considered by the purchaser.

The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with sales tax/ VAT/ GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance considered. However, no new supply order should be asked for so as to qualify the bidder.

For this purpose, maximum 02 chances shall be given. The time period for the first clarification will be considered for 7x24 hours duration and for the subsequent second clarification, if required, as 5x24 hours duration.

The above documents will be specified on-line under the link ‘Confirmatory Documents, by evaluator, indicating the start date and end date giving 7 days / 5 days (as applicable)’ time for online submission by bidder. The bidders will get this information on their personalized dashboard under “Upload Confirmatory Documents /Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email

and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period. NCL reserves the right to verify any of the documents uploaded by the bidder at any stage.

If the techno-commercial acceptability of L1 bidder is established upon verification of uploaded documents and shortfall documents/ Confirmatory Documents if any, the case shall be considered for further evaluation.

If the L1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents/ Confirmatory Documents obtained if required. This process shall continue sequentially till techno-commercially acceptable L1 is established.

7. The following penalties shall be imposed on the defaulting bidders:

- If L-I bidder is a defaulter for part of/ all items for which he is L-I, 100% of EMD amount or **Rs.20.00 lakh**, whichever is lower, shall be forfeited and the bidder shall be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.
- In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice, failing which, his disqualification will be extended for another 1 year.
- **Applicability of GST on Penalties** In case of imposition of any penalty like forfeiture of EMD, Liquidated Damages (LD) etc., GST will be charged extra on the amount of penalty.

Note:

i. The penal provisions will be squarely applicable to all those defaulter firms whose documents are examined on account of treating them as L1 successively. For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.

ii. The zone of applicability of penal provisions shall be TIA specific.

iii. The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of the Purchase Manual.

iv. A bidder will be treated as defaulter and liable for penal action, if the information/ declaration/scanned documents furnished / uploaded by them, in support of qualification /eligibility criteria / Provenness / or any other criteria as per the NIT is found to be wrong /misleading / not furnished / could not be verified by documentary evidence at any stage they will be liable for punitive action.

i. The bidders will have to give undertaking online that, if the information / declaration / scanned documents furnished by them, in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage they will be liable for punitive action (in Letter of Bid).

8. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

9. Contacting the Purchaser

Subject to clarification w.r.t. Shortfall/confirmatory Documents, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

F. Placement of Order

1. After the procurement is finalized, scanned copy of the Supply Order will be uploaded on the e-procurement portal and the original copy will be sent to the bidder/s through registered/speed post.

On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of issue of Supply Order.

2. Subsequently, Successful bidder shall submit Security Depot and PBG, as applicable as per terms of Rate Contract/Supply Order.

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

3.1 The Purchaser requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

(i) "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;

(iii) "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;

(iv) "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) “Conflict of interest” means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official o f Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) “Obstructive practice” means materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information.

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

3.3 **Punitive Provisions:** A particular violation of code of integrity may span more than one of the above mentioned unethical practices. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures in line with CIL Purchase Manual 2020

4. Pre-Contract Integrity Pact- (Applicable for tender Value above 2 Crore)

The bidders will have to upload along with their offer, the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as **[Annexure-XV, Sample Forms]** failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with name and designation of the signatory and witnesses at the last page of the Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person.

Name of the Independent External Monitor(s) (IEMs) for this tender are as follows:

Sl.	Name of IEM	Address	e-Mail ID	Mobile No.
1	Shri V. Venkatchalam, IAS (Retd.)	No. 92, Ram Nagar North Extn., 6th Main Road, Velachery, Chennai – 600042	vvenkat1952@yahoo.co.in	+91-8939663600
2	Shri Narendra Kothari, CMD, NMDC (Retd.),	12-C, Madhuvan, Udaipur, Rajasthan – 313001	nkothari55@gmail.com	+91-7702856444

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). The email or the envelope should carry the subject line “Complaint to the IEM regarding Tender”.

Failure to confirm the above may render the offer liable for rejection without any further correspondence.

5. Purchase Preference under ‘Make in India’ Policy

Under ‘Make in India’ policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018 and 29.05.2019) of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry. **(Annexure-XVI, Sample Forms)**. Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order.

Note: The bidders who claim Purchase Preference under ‘Make in India’ Policy shall fulfil all requirements of tender document applicable for Indigenous Manufacturer.

6. Purchase Preference to Micro & Small Enterprises (MSEs)

As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified notarized copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

"25% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the band of L-1 +15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and Small Enterprises. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (tendered quantity).

Out of 25% of this quantity, 4% shall be procured from Micro and Small Enterprises owned by SC/ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirement and L-1 price this 4% requirement earmarked for Micro and Small Enterprises owned by SC/ST shall be met from other Micro and Small Enterprises.

MSEs would be treated as owned by SC/ ST entrepreneurs if:

(i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
(ii) In case of partnership MSE, the SC/ ST partner(s) shall be holding at least 51% shares in the unit.
(iii) In case of Public Limited Companies, at least 51% share shall be held by SC/ ST entrepreneurs at any given point of time.

Special provision for Micro and Small Enterprise owned by women. Out of the total procurement from Micro and Small Enterprises, 3 per cent from within 25 per cent target shall be earmarked for procurement from Micro and Small Enterprise owned by women.

The firm has to submit a notarized copy of Entrepreneurs memorandum certificate i.e. EM-Part-2 issued by District Industries Centre or Registration certificate issued by District Industries Centers (DICs) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or firms having Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) to claim their status as "MICRO" & "SMALL" Enterprise.

"SC" & "ST" Entrepreneurs have to submit necessary caste certificate issued by State Authorities.

NOTE: MSE firms are required to declare their UAM No., failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSEs Order 2012.

7. Purchase Preference to Ancillary Units

7.1 The Ancillary units should indicate their assessed capacity along with the total pending order available with them on the date of tender opening. The difference between the two will be taken as their available balance capacity for the tender and distribution of order quantity will be decided based on the same.

7.2 Ancillary Status granted to a firm shall be valid for a period of three years during which the performance of the firm shall be monitored and in case of consistent unsatisfactory performance of the firm or change in the status of the firm from MSE to Medium or Large Enterprise, the ancillary status granted to the firm shall be withdrawn. Renewal of ancillary status for another three years shall be considered only after receipt of request made by the firm.

7.3 In tender, the participating ancillary units within the price band of L I +15% shall also be allowed to supply a portion of requirement by bringing down their price to L I price in a situation where L I price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 20% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).

7.4 If in a tender, L I price is quoted by an ancillary unit, then the ancillary who quoted L I price will get the opportunity for full supply. However, if there are MSEs within L I + 15% price band, then 25% tender quantity shall be awarded to them subject to their matching L I price.

9. Cartel Formation/Pool Rates

In case a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system.

Such and similar tactics to avoid/ control true competition in a tender leading to “Appreciable Adverse Effect on Competition” (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.

In case of cartelization or apparent cartel formation, NCL reserves the right to:

(i) ban or suspend business with the suspect bidders and cancel their bids without assigning any reason thereof and

(ii) Place order on one or more firms with exclusion of the rest without assigning any reason thereof.

The matter of cartelization or collusive bidding based on any material or circumstantial evidences or otherwise would be decided by the IEM(s) nominated for this tender.

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;

b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

d)"Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;

e) "GCC" means the Conditions of Contract contained in this section;

f) "SCC" means the Special Conditions of Contract;

g) "Purchaser" means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;

h) "Purchaser's country" is India;

i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;

j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;

k) "Year" means the Calendar Year.

l) "Chairman" means the Chairman of Coal India Limited.

m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.

n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.

o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.

p)"Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.

q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.

r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.

s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.

t) “Site” mean the place or places named in the “Supply Order” or such other place or places at which any work has to be carried out as may be approved by the purchaser.

u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.

v) Words in singular include the plural and vice-versa.

w) Words denoting the masculine gender shall be taken to include the feminine gender.

x) “Writing” shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

y) “Unit” and “Quantity” means the unit and quantity specified in the schedule.

z) “Purchase Order” or “Supply Order” or “Order” or “Contract” means an order for supply of stores and includes an order for performance. The terms “Supply Order”, “Purchase Order”, “Order” and “Contract” are interchangeable.

aa) “Particulars” shall mean the following:

i) Specifications;
ii) Drawing;
iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;
iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
v) Trade pattern denoting a standard of the ISI or other 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;
vi) Proprietary make denoting the product of an individual manufacturer;
vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.

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

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

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

6. Security Deposit

6.1. The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

6.3. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.

6.7. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

6.8. Security Deposit will be released with the approval of HOD of M M Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

6.9. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

6.10. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

6.11. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

6.12. The SDBG will be submitted Through Structured Financial Management System (SFMS).

7. Performance Bank Guarantee

7.1. Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

7.2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

7.3. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.

7.4. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.

7.5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.

7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/ equipment(s).

7.7. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.

7.8. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.

7.9. The PBG will be submitted through Structured Financial Management System (SFMS).

8. Inspections and Tests

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

8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall

remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.

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

9. Packing and Marking

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.

9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will

be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.

9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

9.5. Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:

i. Project;
ii. Contract No;
iii. Country of origin of Goods;
iv. Supplier's name;
v. Packing list Reference Number;
vi. The gross weight, net weight and cubic measurement;
vii. Consignee Name and Address;

9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

10.1. The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.

10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

10.3. For purposes of the Contract, "EXW ", "FOB", "FCA", 'CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of Incoterm s on the date of tender opening, published by the International Chamber of Commerce, Paris.

10.4. The details of shipping documents to be furnished by the Supplier are specified below:

(a) For Imported Goods:

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

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

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

(b) For Domestic Goods from within India:

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

i) Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
ii) Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
iii) Manufacturer's/Supplier's warranty / guarantee certificate;
iv) Manufacturer's Test & Inspection certificate;

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

11. Insurance

11.1. Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

11.2. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/ FOB/ CFR basis, marine/air insurance shall be the responsibility of the purchaser.

11.3. In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.

11.4. Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

11.5. Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance".

12. Transportation

12.1. In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.

12.2. In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

12.3. In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

12.4. In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Transportation of goods is to be done through registered common carriers only.

13. Warranty

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

13.2. This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment/tendered item.

13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

13.4. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1. Please refer SCC for Specific payment terms .

14.2. Payment for Indian Agency Commission

The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. Agency commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

(C)Certificate from State Bank of India regarding Bill selling rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

(D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept., of the subsidiary company, where the equipment has been deployed.

14.3. In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL / Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt, of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

15. Changes in Order

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

b) the method of shipment or packing;

c) the place of delivery; and/or

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

16. Contract Amendments

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

17. Assignment

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

18. Subcontracts

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

19. Delays in the Supplier's Performance

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

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

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

20. Liquidated Damages

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

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

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

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

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

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

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer spall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

21. Termination for Default and breach of contract

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

If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or

If the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

21.2. For the purpose of this Clause:

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

21.3. In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.

22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.

22.7 The contract shall be governed by the following Force Majeure Clause:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act o f God (hereinafter referred to "events ") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract n or shall either party have any claim for damages against the other in respect of such non - performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. "

23. Termination for Insolvency

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

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a) to have any portion completed and delivered at the Contract terms and prices; and/or

b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

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

26. Taxes and Duties

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

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

27. Limitation of Liabilities

27.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised, any/ or from any other remote cause whatsoever.

27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.

27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

28. Settlement of commercial disputes in case of contracts with Public Sector Enterprises/ Govt. Dept.(s)

28.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt, of India.

28.2 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the contract:-

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (C P S E s)/Port Trusts inter se and also between C P S E s and Government Departments/ Organizations (excluding disputes concerning Railways, In com e Tax, Custom s & Excise Departments), such dispute or difference shall be taken up by either party f o r resolution through A M R C D as mentioned in D P E O M N o . 4 (1)/2 0 1 3 -D P E (G M)/F T S - 1835 d a ted 22.05.2018."

29. Progress Reports

29.1 The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

29.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

30. Provisions of CIL's Purchase Manual

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

31. Applicable Law

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

32. Jurisdiction of Courts

32.1 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tender or supply order has been issued.

32.2 The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

33. Notices

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing. For the purpose of all notices, the following shall be the address of the Purchaser:
General Manager (MM) – Purchase / HoD,
Northern Coalfields Limited (HQ), Panjreh Bhawan,
MM Department, 1st Floor, Singrauli -486 889, India
Fax: 07805 – 266388 Phone: 07805 – 266481
Email address: gmmm.ncl@coalindia.in

33.2 A notice shall be effective when delivered on notice's effective date, whichever is later.

33.3 In case of change in address, the supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions contained herein shall prevail over those in the General Conditions of Contract.

1. Security Deposit

1.1 The successful tenderer shall have to deposit Security Money for an amount of ten per cent of the total landed value of the contract including all taxes, duties and other costs and charges in the form of Bank Draft drawn in favour of **Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code: 3767**), Singrauli (MP) or at any scheduled bank located at MORWA/ SINGRAULI, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of NCL enclosed as **Annexure-XIII** within 15 days from date of placement of order.

For Overseas tenderers, SECURITY DEPOSIT / Foreign Remittance may be drawn directly in the name of Northern Coalfields Ltd. Bank Account No. **10373629847**, CAG Branch, State Bank of India, Kolkata -Branch Code 09998, having the SWIFT Facility bearing No **SBININBB175**.

1.2 The Security Deposit shall be in the same currency (ies) in which contract is to be signed. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

1.3 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

1.4 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause of NIT.

1.5 The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Northern Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Northern Coalfields Limited
	Area	Head Quarter
	Bank Account No/ Customer-ID of Beneficiary	352905000016
	Department	MM Dept.
Beneficiary Bank Branch Address	ICICI Bank Ltd., Singrauli Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889	
IFSC Code	ICIC0003529	

i. Details for Beneficiary Bank under fields of SFMS shall be as under:

SFMS Field No.	Details
7035	IFSC Code: ICIC0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

i. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

ii. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:
"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ……. At ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

1.6 Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

1.7 Exemption from submission of Security Deposit:

i) All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.

ii) OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

iii) Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

2. Grace Period

2.1 A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities will make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

2.2 The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for inspection of stores(in case of pre-dispatch inspections) which should be made within the original delivery period.

2.3 If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser may accept the stores even though the inspection was completed after the delivery date.

2.4 The grace period will only apply to the original contract delivery period/re- fixed delivery period and will not be applicable once an extension of delivery has been granted.

3. Remedies to Purchaser for delay in Supply/ Non-Supply for which Supplier is responsible:

The purchaser has the following options depending upon the circumstance of case:-

a) To extend the delivery period with imposition of liquidated damages, right of reservation and denial clauses

b) To forfeit the security deposit in full or in part depending on the merit of the case
c) To cancel the contract
d) To impose other available sanctions/penalties as per contractual provision.

4. Liquidated Damages:

In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NCL should have the right:-

a) To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent) of the total contract value.

b) or 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 similar description without canceling the supply order in respect of the consignment not yet due for supply or,

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

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

f) To forfeit the security deposit fully or partly.

g) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, NCL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

h) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.

i) Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises

5. Payment terms:

5.1. Payment against **Indigenous supplies/ Imported materials where supplier is to arrange import**: 100% payment shall <u>be released against submission of bills in triplicate along with receipted challans within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills complete in all respects whichever is later.</u>

The payment shall be made by ‘‘Electronic Fund Transfer (EFT)” or e-payment. Bidders are therefore requested to indicate EFT No. & other relevant details in your offer like their bank A/c no, name of bank, address of bank, branch code etc for e - Payment.

5.1.1 Submission of Documents for Payment in Indian Rupees:

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

a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
b. Receipted Challan/ Consignment Note of all the consignments.
c. Manufacturer's Test & Inspection Certificate.
d. Manufacturer's Warranty /Guarantee Certificate as per the guarantee/warranty clause of NIT.
e. Lowest Price Certificate as per clause NIT.
f. Any other document(s) required as per contract.

5.1.2.<u>Import Documents:</u> In case the order is placed for supply of imported items in Indian Rupees, following import documents are also required to be submitted along with each supply to the Consignee:

(a)Self-attested copy of Principal's Invoice/Packing list along with the Original.
(b)Self-attested copy of Bill of Lading/Airway Bill.
(c) Self-attested copy of Bill of Entry along with the Original.
(d) Self-attested copy of Certificate of country of origin along with the Original.

The supplier shall provide clear linkage of items as per order with documents furnished under (a), (b), (c) and (d) for acceptance of the consignee. The original documents under (a), (c) and (d) shall be returned after verification and making suitable endorsements on original by the Consignee relating to the transaction made.

Copy of the endorsed documents as above will have to be submitted to the Paying Authority along with the bills.

5.2 <u>Payment against direct import by NCL</u>:

i.) 100% payment of FOB value less Agency Commission, if any, shall be made by an unconfirmed, irrevocable letter of credit opened in the name of the successful bidder against shipment.
ii.) In case a confirmed Letter of Credit needs to be established the confirmation charges will have to be borne by the supplier.
iii.) All expenses connected with opening, advising and negotiating the Letter of Credit as well as Bank Charges for above purpose, payable in India will be borne by NCL. However, all bank charges and other charges connected with operation of Letter of Credit payable in suppliers country will be borne by supplier.
iv.) In case of urgency, maximum two (02) partial shipments may be allowed at the sole discretion of NCL.
v.) Payment for Agency commission, Margin, Rebate, Discount, etc., if any involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time.

5.2.1 Submission of Documents for Payment in foreign Currency:-

For Payment in foreign Currency, the supplier will submit the following documents along with bills to the bank for negotiating L/C:

a) Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
b) Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. Importer Exporter Code (IEC) of concerned subsidiary Co. should be mentioned in Bill of

Lading.

c) Four (4) copies of packing list identifying contents of each package.
d) Manufacturer's Warranty /Guarantee Certificate as per the NIT
e) Manufacturer's Test & Inspection Certificate.
f) Lowest Price Certificate as per NIT
g) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
h) A certificate that no commission is payable by the principal/supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. ----- (Indian Agent). This certificate will form a part of letter of credit.
i) Goods Consignment Note supported by Challans of all the consignments, duly receipted by consignee.
j) Any other document(s) required as per contract.

5.3 Payment for Indian Agency Commission for direct import

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 offer. Agency commission, if any, shall be paid in equivalent Indian rupees within twenty one days of submission of bills along with following documents:

a) Copy of foreign principal"s invoice.
b) Copy of bill of lading.
c) Certificate from State Bank of India regarding Bill Selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
d) Certificate of receipt and acceptance of material issued by the project head.

5.3.1 The amount of Agency Commission payable to the Indian Agent in Indian currency will be limited to the percentage indicated in the Agency agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower.

5.3.2. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the Principal and their Indian Agent liable to be banned/ suspended from having business dealings with the Purchaser, by following laid down procedures for such banning/suspension of business dealings.

5.3.3 **AGENCY COMMISSION CERTIFICATE:** In case no Agency Commission is payable, the successful bidder will have to furnish the following certificate along-with the bills:

"NO COMMISSION, REBATE, DISCOUNT, MARGIN OR ENGINEERING AND TECHNICAL SERVICE FEES, COMPENSATIVE CHARGES OR AGENCY COMMISSION BY ANY OTHER NAME OR IN ANY OTHER FORM ETC. FROM THE EX-WORKS/NET F.O.B. VALUE OF THE CONTRACT IS PAYABLE BY THE EQUIPMENT SUPPLIER TO ANY PERSON/AGENT OR AGENCY.THIS CERTIFICATE WILL FORM A PART OF THE LETTER OF CREDIT. IN CASE SOLE SELLING INDIAN AGENT IS QUOTING ON BEHALF OF THE PRINCIPAL, ABOVE CERTIFICATE SHALL BE GIVEN BY THE PRINCIPAL, i.e. ORIGINAL EQUIPMENT MANUFACTURER."

The payment shall be made by ‘‘Electronic Fund Transfer (EFT)” or e-payment. Bidders are therefore requested to indicate EFT No. & other relevant details in your offer like their bank A/c no, name of bank, address of bank, branch code etc for e - Payment.

NO OTHER PAYMENT TERMS SHALL BE ACCEPTED

6. Auditor’s Certificate for imported Items but payable in INR

The tenderer shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Custom Duty as per prevailing Custom Rates and refund if any shall be passed on to NCL, shall be submitted along with supplies/bills.

7. Paying Authority

The Paying Authority shall be Area Finance Manager (AFMs) of the concerned Project/Areas of NCL.

8. Prices

8.1 Lowest Price Certificate

The Tenderer should submit a certificate and upload the same in “CERTIFICATES” along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to other Govt. Deptts. / Undertakings including other Subsidiaries of CIL/Private Organisations .

The Supplier must submit a price certificate in all their invoices in the following format for all items:-

“It is certified that the prices, indicated in this invoice is not higher than the amount billed to other Govt. organizations / PSUs / Private Organizations during the contract period.”

8.2 Price Fall Clause

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

(i) The currency of contract will mean the period till completion of supply.

(ii) The bidder will have to submit a copy of the last (latest) purchase order for the similar/ordered item (s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization, along with the offer.

(iii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar/ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. a n d /o r its Subsidiaries or other P S U or any other private organization during the currency of the contract.

(iv) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar/ordered item (s) at a low er rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization. ”

Note: Price Fall Clause shall not be applicable for purchase value upto Rs.1.00 lakh.

9. Banned or De-listed suppliers

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or de- listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

(Annexure IX Sample Forms)

10. Distribution of Order

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

10.2 Purchase Preference/Distribution of Qty. to MSEs / Start up/Make in India/ Ancillary Units etc. shall be dealt as per relevant clauses of NIT.

11. Risk Purchase

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Northern Coalfields Limited shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies /CIL. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

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

a) When the supplier fails to deliver the materials even after extending the delivery period.
b) When the supplier fails to respond to purchaser’s request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

12. Taxes and Duties

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

a. **Composition Scheme:** Where the bidder has opted for composition levy under Sec. 10 of CGST, he should declare the fact while bidding.
b. The rate quoted by the supplier shall be exclusive of GST and it should be strictly as per format of BoQ. Item wise rate of GST applicable at the time of bidding shall be indicated by the bidder in respective column of the BoQ. If the bidder has opted for composition levy, no tax under GST shall be charged and accordingly no GST rate should be indicated by such bidder in the BOQ.
c. The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total value (including GST) quoted by the bidder by the amount of GST eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.
d. Where the supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable item causing subsidiary company liable to deposit tax under reverse charge, the GST, as applicable and payable by respective subsidiary under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also, the L1 shall be decided based on cost to company ascertained after deducting the GST amount eligible for input tax credit, if any, from the total value including tax arrived as above.
e. The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of respective areas of respective subsidiary. The rate and amount of CGST & SGST or IGST related to supply of goods shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.
f. The CGST & SGST or IGST, as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the respective subsidiary could be able to avail Input tax credit of such CGST & SGST or IGST reflected in the invoice.

g. The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be payable only when they appear in GSTR 2A of the subsidiary company and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made thereunder.

h. If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to subsidiary company in its relevant returns under GST, payment of CGST & SGST/ IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable GST paid based on such Tax invoice shall be recovered by the respective Subsidiary Company from the current bills or any other dues of the supplier.

i. In the event of any additional tax liability accruing on the supplier due to classification issue or for any other reason, the liability of subsidiary company shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
j. In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
k. If, any delay is arising in payment against the invoice due to fault of supplier and any reversal of input tax arises due to delay payment of invoice the same will be recovered from supplier along with interest

as paid by NCL due to reversal.

l. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed at any stage even after supplier order /award of work issued, NCL has right to reject the supply order/letter of award. NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by NCL

m. In case CBIC (Central Board of Indirect tax and Customs)/ any equivalent government agency brings to the notice of NCL that the Supplier of Goods has not remitted the amount towards **GST (CGST & SGST or IGST)** collected from NCL or any other person to the government exchequer, NCL reserve the right to upload such defaulter on website and may also consider for giving holiday/debarring from participating tenders.

n. **Applicability of GST on Penalties**
In case of imposition of any penalty like forfeiture of EMD, Liquidated Damages (LD) etc., GST will be charged extra on the amount of penalty.

13. INPUT TAX CREDIT: NCL IS ENTITLED TO AVAIL INPUT TAX CREDIT ON ACCOUNT OF GST, SGST, IGST, GST CESS FOR INDIGENOUS PRODUCTS, IGST FOR IMPORTED PRODUCTS. HENCE, SET OFF ALLOWED AGAINST CGST, SGST, IGST AS PER RELEVANT TAX ACT SHALL BE CONSIDERED FOR DETERMINING TENDER STATUS FOR WHICH BIDDERS SHALL AGREE TO SUBMIT FOLLOWING DOCUMENTS, AT THE TIME OF SUPPLY, ALONG WITH THEIR BILLS FOR ENABLING NCL TO INPUT TAX CREDIT.

1) Invoice issued by the supplier should contain following elements as per Section 31 of CGST Act, 2017 along with Rule 46 and 47 of CGST Rule, 2017;

- Name, address and GSTIN of the supplier;
- A consecutive serial number (not exceeding sixteen characters) containing only alphabets and/or numerals, unique for a financial year; (should not be hand-written)
- Date of its issue;
- Name, address and GSTIN/ Unique ID Number, if registered, of the recipient;
- Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more;
- HSN code of goods or Accounting Code of services;
- Description of goods or services;
- Quantity in case of goods and unit or Unique Quantity Code thereof;
- Total value of goods or services;
- Taxable value of goods or services taking into account discount or abatement, if any;
- Rate of tax (CGST, SGST or IGST);
- Amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST);
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- Place of delivery where the same is different from the place of supply;
- Whether the tax is payable on reverse charge;
- the word “Revised Invoice” or “Supplementary Invoice”, as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and
- Signature or digital signature of the supplier or his authorized representative

2) Vendors / service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.

3) GST Registration Number of NCL in case of supply for MP is 23AABCN4884HE1ZE and in case of supply for UP is 09AABCN4884H1Z4. In case Supply Contract is concluded on you, your bills should bear this number to enable NCL to claim INPUT TAX CREDIT.

4) Supplier will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/ applicable GST returns has been/will be uploaded in GST Portal within due time as prescribe in CGST Act and CGST,SGST or IGST has been deposited as per the provision of GST Act and rules thereon.

5) Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) within a period specified in Contract to enable NCL to avail input credit of **GST (CGST & SGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to NCL for any reason not attributable to NCL, then NCL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by NCL to the Supplier. Further in this case, NCL reserve the right to upload name and detail of such defaulter on NCL website and may also consider for giving holiday/debarring from participating tenders.

6) Where NCL has the obligation to discharge **GST (CGST & SGST or IGST)** liability under reverse charge mechanism and NCL has paid or is /liable to pay **GST (CGST & SGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to NCL or ITC with respect to such payments is not available to NCL for any reason which is not attributable to NCL, then NCL reserve the right to deduct / recover such amounts against any amounts paid or payable by NCL to Supplier.

7) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

8) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e 27D.

14. Purchase under Option Clause against Existing Contract

14.1 NCL reserve the right to increase or decrease the ordered quantity by ± 25%. The increase in quantity shall be at the same rate, terms and conditions. If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them.

14.2 With the provision of the Option Clause, coverage for additional quantity upto 25% of offered quantity can be made either by:

(a) ordering full 25% quantity at the time of placement of contract;

(b) ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract;

(c) ordering option quantity subsequent to placement of contract but during the currency of contract.

14.3 The Purchaser's right to vary the ordered quantity by (+) 25% can be exercised at any time, till final delivery date of the contract even though the quantity ordered initially has been supplied in full before the last date of Delivery Period. In case delivery date is extended in a contract with (+) 25% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

14.4 While exercising the (-) 25% option clause, a reasonable notice shall be given to the supplier. The 'reasonable notice' for exercise of (-) 25% option clause consequent to decrease in price subsequent to placement of contract shall be served by giving a reasonable opportunity to the supplier to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/ decrease of prices or the (-) 25% quantity, whichever is less. Where the supplier does not unconditionally accept such lower rate, no further consent from the supplier is necessary for exercise of (-) 25% quantity under option clause.

15. Performance Bank Guarantee

15.1The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract on Landed basis inclusive of all taxes and duties on FOR destination basis to cover the warranty/guarantee period i.e. PBG should be valid for **36** months from the date of receipt and acceptance of materials.

15.2 To arrive at the value of the PBG, the order value should be calculated as per the following guidelines:

A) For Indigenous Order -

For arriving at the value of PBG to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties such as Excise Duty, Sales Tax/ VAT, or GST, as applicable 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 of PBG to be submitted for Import Orders, the order value will be arrived at by adding estimated amount of Ocean Freight, Marine Insurance, Port Handling & Clearance Charges etc., Total Customs Duty and Inland Freight & Insurance including GST as applicable on the date of opening of price bid, to the FOB Price of the materials on order.

15.3 The Performance Bank Guarantee shall be issued by a RBI scheduled bank in India in the format attached as **Annexure XIV, Sample Forms** on a non-judicial stamp paper.

15.4 The PBG shall be in the same currency (ies) in which supply order has been issued. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.

15.5 The PBG (s) shall remain valid till 3 months after the completion of warranty period of all the equipment/ items covered in the contract.

15.6 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank

Guarantee shall be released after expiry of validity period if no claim is pending, with the approval

15.7 The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Northern Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Northern Coalfields Limited
	Area	Head Quarter
	Bank Account No/ Customer-ID of Beneficiary	352905000016
	Department	MM Dept.
Beneficiary Bank Branch Address	ICICI Bank Ltd., Singrauli Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889	
IFSC Code	ICIC0003529	

ii. Details for Beneficiary Bank under fields of SFMS shall be as under:

SFMS Field No.	Details
7035	IFSC Code: ICIC0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:
"We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ……. At ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889."

16. Deemed Exports

If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from the Government. CIL/Subsidiary Companies responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not be accepted.

17. ALL PROVISIONS OF COAL INDIA PURCHASE MANUAL - 2020 SHALL BE APPLICABLE TO THIS TENDER.

18. DISPUTES ARE SUBJECT TO THE JURISDICTION OF "SINGRAULI COURT" ONLY.

SECTION V - SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

1. Schedule of requirement:

Sl. No.	Description of Item	Part No.	Qty
01	Komatsu Engine Model SAA12V140E-3 Applicable for Komatsu D475A-5E0 Dozer	6219A00082	**01 No.**

2. Delivery Schedule

Within **6 (Six) months** from the date of receipt of the supply order. for indigenous source and within **6 (Six) months** from the date of opening of LC for overseas vendors. However early delivery shall be preferred.

Date of receipt of stores at consignee's premises will be taken as date of delivery. No material shall be supplied beyond the specific delivery period unless amendment for the extension of delivery period is obtained from the purchaser i.e., NCL. However, early delivery is preferred.

The delivery period will be counted from the date of issue of order for indigenous bidders and from the date of opening of Letter of Credit for offers on FOB basis. Failure to supply the tendered item(s) within the delivery period will attract liquidated damages as per the relevant clause of NIT.

The delivery shall be on FOR destination basis for indigenous suppliers and on FOB basis for overseas suppliers.

In case of direct import, the delivery shall be on FOB basis for which no partial shipment shall be allowed and materials should be delivered in one Bill of Lading within the stipulated delivery schedule. In case of urgency, maximum two (02) partial shipments may be allowed at the sole discretion of NCL.

In case of direct import by NCL, the successful tenderer will submit their order acceptance within 15 days from the date of receipt of contract for opening of Letter of Credit, failing which delivery period will be counted from 16th day of the date of receipt of supply order/contract.

3. Consignee:

Depot Officer, Central Work Workshop , Jayant, Nothern coalfields Limited, PO Jayant colliery, Distt-Singrauli- 486890.

SECTION VI - TECHNICAL SPECIFICATIONS

1. Technical Specification

CAT 14M Motor Grader Engine C-11 ACET VHP PLUS range, 4-stroke turbocharged and air to air after-cooled Diesel Engine.

Model	**Komatsu Engine Model SAA12V140E-3**
Part No.	**6219A00082**
Application	**Komatsu D475A-5E0 Dozer**
ISO Net Power	**664 kW@2000 rpm i.e., 890 HP@2000 rpm**
Maximum (Peak) Torque (Nm)	**Max torque: 3825 Nm @1400 rpm**

Engine to be equipped with Turbocharger and Aftercoolers.

2. Guarantee/Warranty

Bidder shall give warranty for satisfactory performance of the offered unit for a period of 6000 working hours / 24 months from date of fitment or 30 months from the date of receipt & acceptance of the stores at consignee end whichever is earlier. Bidder shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for bidder to replace or to renew any defective part, such replacement or renewal shall be made by bidder 100% free of cost without any extra cost to Northern Coalfields Limited. The new goods should be supplied on free of cost basis up to ultimate consignee's end.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

***3.* Identification Mark:**

The manufacturer's distinctive identification mark / symbol as also Serial No. size, type, product designation etc. if any, must be clearly embossed / engraved / punched on each and every item, as far as practicable and wherever possible, at a visible place which is not subjected to normal wear and tear. Apart from this a tag may be attached to each part / item giving identification mark, part no., description, year and month of manufacture etc. The items supplied to NCL should bear NCL identification mark. The word "NCL" must be embossed/ engraved/ punched. For specific item where this is not possible, the marking may be done by metal marker or painting also.

4. Fitment Certificate

Supplier is to certify that the products are exact replacement of/fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for on one to one basis without any modification and conform to performance parameters as per OEM specifications.

5. Technical Support and Service

Supplier is to render technical support & Services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied spares and also to ensure quarterly visit of their service personnel for smooth functioning of the supplied items.

6. Inspection:

Final Inspection of materials will be carried out at the consignee's end by authorized representative of GM (Excv) after receipt of materials at site. The spare parts found defective or not in accordance with the specification mentioned in the supply order will be rejected and intimated to you for replacement within 30 days from the date of intimation
.

7. Manufacturers Test Cum Inspection Certificate:

A Manufacturer's Test cum Inspection Certificate to be enclosed with each supplied engine.

Note:

Documents to be uploaded by the bidder

TECH DOCUMENT

Technical documents (authenticated and scanned) are to be uploaded in folder "TECH DOCUMENT" as single .pdf file in Cover – I.

SECTION VII - SAMPLE FORMS

ANNEXURE-I

Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
Northern Coalfields Limited,
PO Singrauli Colliery,
Dist. Singrauli, MP -486889

Sub: Tender No. NCL/SGR/MMD/Sec I/xxxxxxxx/ xx **Date:**
Tender ID:

Dear Sirs,

1. We have gone through the tender documents carefully and we confirm that the contents of the offer are given after fully understanding of tender documents and all information furnished by us are correct and true and complete in every respect.
2. Having examined the Bid Documents including Addenda/Corrigenda, if any, I / We, the undersigned, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
3. We confirm to accept all terms and conditions contained in the tender document unconditionally.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
7. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law**.**

Dated this day of 2020
Signature----------
Name ----------
Designation----------
Duly authorized to sign bid on behalf of ----------

1.This letter should be on the letterhead of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed LOB is not the DSC holder, then Power of Attorney or authorization on non - judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

Annexure – II

Format for Authorisation to DSC holder bidding online on behalf of bidder.

NON JUDICIAL STAMP PAPER OF Rs 100/-

I/We do hereby authorise M/s/Mr/……(Name of DSC Holder) Address …….. for online bidding on behalf of me/us, using his / her DSC for the e-tenders invited by Northern Coalfields Limited, Singrauli on www.coalindiatenders.nic.in.

Signature/Seal of the DSC Holder Authorised for online bidding on behalf of the bidder.		Signature & Seal of the bidder Signing LOB, Authorising the DSC Holder for online bidding.

Signature & Seal of the NOTARY

Annexure-III

Manufacturer's Authorization Form

Ref: …….. Date: ……..

M/s. Northern Coalfields Ltd.,
P.O: Singrauli Colliery,
Dist. Singrauli, Madhya Pradesh
PIN- 486889 (India)

Dear Sir

Sub: Tender No. NCL/SGR/MMD/ ……. dated ……..

WHEREAS we, [name of manufacturer] who are established and reputed manufacturer of goods having factories at [address (es) of factory (ies)] and as a matter of our corporate policy do not supply directly,

Do hereby authorize our [Name & Address of Indian Office/ Indian Subsidiary/ Agent in case of foreign manufacturer or Name & Address of Indian Subsidiary in case of Indigenous Manufacturer] to quote against the above Tender.

Validity of authorization: _____
[Should be Valid as on date of tender opening and its validity should corresponds to the delivery period stipulated in the Tender Enquiry]
We accept the responsibility for the satisfactory execution of orders placed on our authorized agents including warranty/ guarantee obligations.

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

We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "----------" for a period of ---------- year(s) effective from ---------- to ----------for ---------- (the reasons to be mentioned) in India.

(Signature)
(Name)
(Designation)
Email id:
(Seal)
Signed for and on behalf of [Name of manufacturer]

Annexure – IV

Self-Certificate for Proven-ness

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no com plaints/ claim s(s) are pending".

Date

Signature of Tenderer

Seal of the Firm

Annexure - V

Lowest Price Certificate

I/We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organisations.

We also certify that the quoted rates are not higher than rates quoted / prices charged by us for same items to other Customers**.**

Date

Signature of the Tenderer

Seal of the Firm

Annexure - VI

Quality Certificate

I/We certify that there has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings/Other organizations.

Date:

Signature of the Tenderer

Seal of the Firm

Annexure - VII

No Deviation Certificate

"We declare that there is no deviation from the NIT terms and conditions in the offer submitted by us."

Date

Signature of the Tenderer

Seal of the Firm

Annexure - VIII

Proforma for Equipment and Quality Control

Reference: Northern Coalfields Limited **Tender No.**_____
Date_____ **for supply**
of_____

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

(Signature of Tenderer)

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

Annexure - IX

Declaration Regarding Banning

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration

"We have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs."

Date Signature of Tenderer

Seal of the Firm

Note: If a bidder has been banned or de- listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

Annexure - X

Fitment Certificate

We certify that offered products are exact replacement of / fully interchangeable to the original parts and will fit & function on the equipment for which these are intended for on “one-to-one” basis without any modification and conform to performance parameters as per OEM specifications.

.

Date Signature of Tenderer

Seal of the Firm

Annexure - XI

Technical Support & Services Certificate

We agree for rendering prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied Engine. We shall arrange quarterly visit of our service personnel for smooth functioning of the supplied items.

Date Signature of Tenderer

Seal of the Firm

Annexure - XII

Bidder to mandatorily Quote HSN (Harmonized System Nomenclature) code of all items quoted by them

S. No.	Part No.	Description of Item	HSN Code

Date Signature of Tenderer

Seal of the Firm

Annexure – XIII

Security Deposit Bank Guarantee Format

Northern Coalfields Limited,
Singrauli, Madhya Pradesh,
India – 486 889

Re: Bank Guarantee in respect of Agreement dated.....Day of.....20.....between Northern Coalfields Limited and……..... (Name of Supplier Company)

Messer's ..... a Company / Firm having its office at No.
..... hereinafter called the Contractor has entered into an agreement dated
..... (hereinafter called 'the said agreement') with Northern Coalfields Limited, Singrauli 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..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We..... (Name of the Bank) (hereinafter called 'the Bank') do hereby Unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs
.....or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or 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 to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

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

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

sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company out of the said advance of Rs..... and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the .....day of .....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 preceding clause.

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

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of the Bank: - ICICI Bank Ltd.
Branch: -Singrauli
IFSC: - ICIC0003529
A/c No: -352905000016
Customer ID:540172593

Dated this.....Day of.....20...

Place…….

Signature of the authorized person
For and on behalf of the Bank

Annexure – XIV

Performance Bank Guarantee Format

Northern Coalfields Limited,
Singrauli, Madhya Pradesh,
India – 486 889

Re: Bank Guarantee in respect of Agreement dated.....Day of.....20.....between Northern Coalfields Limited and……..... (Name of Supplier Company)

Messer's ..... a Company / Firm having its office at No.
..... hereinafter called the Contractor has entered into an agreement dated
..... (hereinafter called 'the said agreement') with Northern Coalfields Limited, Singrauli 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..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We..... (Name of the Bank) (hereinafter called 'the Bank') do hereby Unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs
.....or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or 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 to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

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

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

guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the .....day of .....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 preceding clause.

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

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below
Name of the Bank: - ICICI Bank Ltd.
Branch: -Singrauli
IFSC: - ICIC0003529
A/c No: -352905000016
Customer ID: 540172593

Dated this.....Day of.....20...

Place…….

Signature of the authorized person
For and on behalf of the Bank

Annexure – XV

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, Northern Coalfields Limited acting through Shri .....….. Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. .....represented by Shri …….., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Section I -Commitments of the Principal

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

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

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

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

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

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

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

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

exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned In the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of foreign supplier shall be as per the provisions at **Annexure**- 1 of this document.

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

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

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

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

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

(1) If the Bidder/ Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage, the exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Ridders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/contractors as confidential. He/ she reports to the CMD, Northern Coalfields Limited.

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

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

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

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

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

(8) If the Monitor has reported to the CMD, Northern Coalfields Limited, a substantiated suspicion of an offence under relevant IPC/ PC Act- and the CMD, Northern Coalfields Limited has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 – Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions

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

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal) (Office Seal)

Place ----------
Date ----------

Witness 1: Witness 2:

(Name & Address) (Name & Address)

Annexure-1(As per Terms of Pre Contract Integrity Pact)
Guidelines for Indian Agents for Foreign supplier

(1) Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization; signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

(2) The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

(3) In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent.

This certificate forms a part of letter of credit.

(4) The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. 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 offer by the foreign manufacturer.

The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents:

i. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para - (i) are complied with, the requirement of submission of document mentioned at Para (ii) may be waived.

(5) Agency commission, if any, shall be paid in equivalent Indian Rupees.

Annexure – XVI

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 29th May, 2019

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 3(a) and 14 modified and Para 10A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purposes of this Order:

   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

   'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

   'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

   'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

.....Contd. p/2

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'.*

3. **Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder

a. In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers.

Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, the provisions of sub-paragraph b or c, as the case may be, shall apply;

b. In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed;

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

.....Contd. p/3

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content**: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:

   a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

   b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

   c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

   d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

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e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. **Specifications in Tenders and other procurement solicitations**:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

.....Contd. p/5

e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries**: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

    a. reduce the minimum local content below the prescribed level; or
    b. reduce the margin of purchase preference below 20%; or
    c. exempt any particular item or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

    A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

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16. **Standing Committee**: A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee**: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.

b. shall annually assess and periodically monitor compliance with this Order

c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content

d. may require furnishing of details or returns regarding compliance with this Order and related matters

e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures

f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

Arun Mahendru 29/5/2019.

(Arun Mahendru Balraj)
Senior Development Officer
Tel: 2306 2635

Annexure –XVII

MANDATE FORM (Format for Bank Details for Electronic Payment)

To
General Manager
Material Management Department
Northern Coalfields Limited,
Panjreh Bhawan, PO Singrauli Colliery,
Dist. Singrauli, MP -486889.

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

Dear Sir,

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

1. Name of the party(beneficiary):
2. Particulars of the bank account
   a) Name of the Bank:
   b) Name of the Branch:
      Address:
      Telephone No.:
   c) 9 Digit MICR Code Number:
      (As appearing on the cheque issued by the bank)
   d) IFSC Code:
   e) Type of account: Savings / Current / Cash Credit
   f) Account No.:
      (As appearing on the cheque book issued by the bank)

(Please attach photocopy of a blank cheque for verification of the bank account details)

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Northern Coalfields Limited responsible.

Date: (.....) Signature of the Authorised Signatory

Certified that the particulars furnished above are correct as per our records

Bank's Stamp

Date (.....) Signature of the authorized official of the Bank