

**Bharat Coking Coal Limited**

A Mini Ratna Company  
 (A Subsidiary of Coal India Limited- A  
 Maharatna Company)  
 Regt. Off: **Koyla Bhawan, Koyla Nagar**  
**Dhanbad, Jharkhand-826005**  
 CIN :U10101JH1972GOI000918



**Office of the General Manager**  
**Materials Management Department**  
**Level-III, Commercial Block,**  
**Koyla Bhawan, Dhanbad-826005**  
**Phone: 0326-2230181**  
**Fax No.: 0326-2230183**  
**Website: [www.bcclweb.in](http://www.bcclweb.in)**

Under jurisdiction of Dhanbad Court and Jharkhand High Court  
 Notice Inviting Tender

Ref. No.: BCCL/PUR/719165/ENV/PM-10/19-20/74

Date: 07.03.2020

## Notice Inviting Tender (NIT)

### Section I) - Invitation for Bids (IFB)

#### Open (Global) Tender Enquiry (ATE) cum Reverse Auction

1. **Bharat Coking Coal Limited**, a Government of India Undertaking with its registered office at Koyla Bhawan, Koyla Nagar, Dhanbad, Jharkhand-826005, India invites online bids through CIL's e-Procurement Portal <https://coalindiatenders.nic.in> from the eligible bidders for followings:

Item Description in Brief	Qty.	Estimated Value of Tender (In ₹)	Earnest Money Deposit (In ₹)
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ONLINE PM-10 ANALYZER WITH CAMC OF 5 YEARS {Detail specifications as per Section – VI}	40 Nos	<b>Rs.8,46,06,000/- (approx.)</b>	Rs.16,92,120/-

2. The tender document shall be available on the, Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>) and BCCL website ([www.bcclweb.in](http://www.bcclweb.in)). All bids are to be submitted on-line on e-Procurement portal of Coal India Ltd website <https://coalindiatenders.nic.in>. Mode of tendering is e-Bidding and type of bidding is Single Bid System. No Offline-Bids will be accepted. 'Earnest Money Deposit' is to be submitted online through payment gateway provided at Coal India Tenders portal during online submission of bid.

3. There will be no physical / manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.

#### 4. **Time Schedule of Tender:**

Sl. No.	Particulars	Date	Time
a.	Tender Publishing date	07.03.2020	17:00
b.	Document download start date	09.03.2020	10:00
c.	Seek Clarification start date	09.03.2020	10:00
d.	Seek Clarification end date	24.03.2020	10:00
e.	Bid Submission start date	09.03.2020	10:00
f.	Bid submission closing date	08.04.2020	10:00
g.	Bid Opening date	09.04.2020	11:00
h.	Reverse Auction date	09.04.2020	Within Two Hours of Bid Opening.

5. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
6. 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.
7. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
8. Bids are invited from the bidders who fulfill eligibility & provenness criteria as specified in clause nos. f(I) & f(IV) of Section - II, Technical specification as specified in Section - VI, commercial terms and other parameters of this NIT.
9. Before starting the bidding process, bidders are advised to carefully read 'Section-II) Instructions to Bidders (ITB) of this NIT 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>.

Note:

- In case 3 Bids are not received within the originally stipulated time, the due date of tender shall be extended by 02 working days and thereafter by 05 working days automatically by the system.
- Even after granting two extensions, less than 3 Bids are received, tender shall be considered for opening.
- In case no offers are received, tender will be cancelled.
- All entries in the quotation should be entered at on-line submission form without any ambiguity.
- Tender cannot be accessed on-line after the DUE DATE and TIME of submission.
- Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry.
- Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.
- The Company has the right to cancel the enquiry or extend the due date of receipt of offer and / or opening of tender without assigning any reason thereof.
- 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.

**Code of Integrity for Public Procurement (CIPP):** CIL, its subsidiaries as well as bidders, contractors, suppliers and consultants under contract with CIL or its subsidiaries shall observe the highest standard of ethics during the procurement and/or 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 of 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.

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.

. INTEGRITY PACT AS PER Annexure – E

The bidders will have to upload along with their offer, duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per prescribed format, failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact. In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

SI	Name of IEM	Address	e-Mail ID	Mobile No.
1	Shri Pramod Deepak Sudhakar, IAS (Retd.)	A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301.	sudhakarpd2@gmail.com	9818759955
2	Shri Aditya Prakash Mishra, IRSE (Retd.)	Flat no-24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurgaon-122003	apmishra53@gmail.com	9560625666

**Section II) – Instruction to Bidders (ITB)**

**a. System Requirement:** In order to submit the online offer on CIL's eProcurement portal (<https://coalindiatenders.nic.in>), the bidder should 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, BCCL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of thee-Procurement system or internet connectivity failures.

**b. Registration/Enrollment of Bidder on e-procurement Portal of CIL:** In order to submit the Bid, the bidders will have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person and the DSC has to be mapped in the name of the bidder.

The bidders who consider themselves eligible for purchase preference for being an MSE / 'Make in India' bidder / Domestically Manufactured Electronic Products bidder / Ancillary should enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder Enrollment". However, the necessary documents in support of the eligibility for purchase preference are to be uploaded against the specified tender to avail the benefits.

**c. Undertaking by the Bidder:** The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished in its offer on-line in order to become an eligible bidder and if the same is found to be wrong or misleading at any stage, they will be liable for punitive action.

**d. Registration / Enrollment of Bidder on above e-Procurement Portal only i.e. <https://coalindiatenders.nic.in>.**

**Requirements for Vendors****Basic Requirements**

- P.C. connected with internet.
- Registration with Service provider portal <https://coalindiatenders.nic.in>.
- The vendor should possess a Class II or above Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact M/s. NIC, before the schedule time for submission of the bid.

**• Contact Persons**

Mr. Nishikant Kumar : 09546899999

Mr. Chintan Mahtha : 09431746434

24 x 7 Help Desk Number : 0120-4200462, 0120-4001002.

Additional Mobile Nos. : +91 8826246593.

E-mail : support-eproc@gov.in

For registration, Submission procedure and method of correspondence etc, please visit our website: <https://coalindiatenders.nic.in> and click on the link 'Help for Contractors' / 'Information About DSC' / 'FAQ' / 'Bidders Manual Kit'.

**Further details please visit our website:** <https://coalindiatenders.nic.in>

**Help for participating in e-tender:**

The detailed method for participating in the e-procurement is available on the website "<http://coalindiatenders.nic.in>". The bidders have to Log on to official website of <http://coalindiatenders.nic.in> and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact persons of the service provider to get all clarifications regarding the mode of the e-procurement process.

- e. Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and BCCL will in no case be responsible and liable for those costs.

**f. Eligibility of Bidders**

**I. Qualification Criteria**

**1) For Equipment:** The bidder should be in a position to offer and supply in specified delivery period at least 50% of the total quantity /number for which the bids have been invited.

~~**2) For other items:** 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.~~

Offers from bidders who fail to comply with the qualification criteria mentioned above shall be considered unresponsive.

**II. Manufacturers / Indian Agents**

**1. Indigenous Manufacturers\* / Foreign Manufacturers**

Procurement against this tender shall 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-A4**). The manufacturer is also required to submit a certificate (**Annexure-A4**) 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 Purchase Manual Coal India Limited 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 shall also be taken against the principal as per provisions of Purchase Manual Coal India Limited 2020.

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 (**Annexure-A4**) 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.**

‘\*’ - Local supplier means a supplier or service provider whose product or service offered for procurement has a minimum local content of 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. 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.

## **2. Indian Agents (Authorized by Indigenous Manufacturers / Foreign Manufacturers)**

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

The consideration of tenders from authorized agents of Indian manufacturers will be governed by the following guidelines:

a). The Agent has furnished the following documents:

- i). A tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization.
- ii). An undertaking from both the manufacturer and the tendering firm as specified below:

### **Manufacturer (*Annexure-A4*)**

(i) that, as a matter of its corporate policy, it does not directly quote/ market their products 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 provisions of the NIT and Purchase Manual Coal India Limited 2020. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

(ii) that it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.

(iii) that, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

(iv) the authorized agent's price will not exceed that which the manufacturer would have quoted.

(v) Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.

### **Authorized agent (*Annexure-A5*)**

(i) that he will be responsible for all the contractual obligations including quality aspects, replacement of part / items and warranty / guarantee obligations, and

(ii) that he will be responsible for providing the required after sale service.

**3.** 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.

4. The manufacturer / tenderer have to submit a certificate (*Annexure-A13*) 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 Purchase Manual Coal India Limited 2020.

5. 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.

**Documents 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)	Indigenous Manufacturer	Any one of the following valid documents: <ol style="list-style-type: none"> <li>a. Factory license/Manufacturing license</li> <li>b. NSIC registration certificate.</li> <li>c. SSI/DIC registration certificate</li> <li>d. ISO Certificate.</li> <li>e. BIS license/certificate</li> <li>f. DGMS approval</li> <li>g. 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.</li> <li>h. Registrar of Companies etc.</li> </ol>
(b)	Indian selling agent / dealer / distributor authorized by Indian manufacturer	<ol style="list-style-type: none"> <li>i. Tender specific Manufacturer's Authorization as per Annexure – A4 dully signed and stamped by the manufacturer to quote against the BCCL Tender, indicating the Tender Reference No. and date along with the offer.</li> <li>ii. Certificate establishing the existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.</li> <li>iii. Any one of the following valid documents of the principal manufacturer               <ol style="list-style-type: none"> <li>a. Factory license/Manufacturing license</li> <li>b. NSIC registration certificate.</li> <li>c. SSI/DIC registration certificate</li> </ol> </li> </ol>



		<ul style="list-style-type: none"> <li>d. ISO Certificate.</li> <li>e. BIS license/certificate</li> <li>f. DGMS approval</li> <li>g. 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.</li> <li>h. Registrar of Companies etc.</li> </ul>
(c)	Foreign Manufacturer	<p>Any one of the following valid documents:</p> <ul style="list-style-type: none"> <li>a. Manufacturing license/certificate</li> <li>b. ISO Certificate.</li> <li>c. Any statutory document confirming the "Manufacturer" status of the Bidder</li> </ul>
(d)	Indian selling agent / dealer / distributor authorized by Foreign manufacturer	<ul style="list-style-type: none"> <li>i. Tender specific Manufacturer's Authorization as per Annexure – A4, signed and stamped by the manufacturer to quote against the BCCL Tender, indicating the Tender Reference No. and date along with the offer.</li> <li>ii. Certificate establishing the existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.</li> <li>iii. Any one of the following valid documents of the principal manufacturer <ul style="list-style-type: none"> <li>a. Manufacturing license/certificate</li> <li>b. ISO Certificate.</li> <li>c. Any statutory document confirming the "Manufacturer" status of the Bidder</li> </ul> </li> </ul>

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

**Bidders may also note that:**

**Mandatory registration of bidder with statutory authorities like Income Tax, GST is required, 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.**

### **III. Collaboration Agreements**

In case of collaboration agreements with the principals, the collaboration agreement should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer has to confirm that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime.

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

**IV. Provenness Criteria:** - Procurement against present tender shall be made for proven products. Provenness criteria shall be as follows:

1. The equipment offered by the tenderer shall be considered proven provided the quoted model or similar equipment, as defined below, must have been supplied by the bidder in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a minimum period of one year from the date of commissioning (window period). The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 year prior to the date of opening of tender but not prior to 6 years from the date of opening of tender.
2. In case the quoted model or similar equipment has not been supplied by the bidder in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if offered or similar equipment or combination thereof which have been commissioned 1 year prior to the date of opening of tender but not prior to 6 years from the date of opening of tender have performed satisfactorily for a minimum period of 1 year from the date of commissioning worldwide.
3. In case the indigenous manufacturer is quoting the same type & model of the equipment as supplied by their foreign collaborator worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if offered or similar equipment or combination thereof which have been commissioned 1 year prior to the date of opening of tender but not prior to 6 years from the date of opening of tender have performed satisfactorily for a minimum period of 1 year from the date of commissioning worldwide.
4. "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/contracts for a minimum period of three years/ one year (as the case may be) from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied.
5. "Similar Equipment" shall be such equipment, which fulfills the following:
  - a) Performs almost identical operations as the quoted model.
  - b) Should be equal to or higher than the tendered capacity.
  - c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted - only ratings/specifications may differ (Lower or Higher).
6. Acceptance Criteria for Similar Equipment :If the bidder claims provenness of the quoted model based on similar equipment and the similar equipment has performed

satisfactorily for a minimum period of one (01) years from the date of commissioning but quoted model has not worked for a minimum period of one (01) year from the date of commissioning within the window period as indicated above then the offer may be accepted subject to following conditions:

- a) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement.
- b) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot.
- c) The firm will have the option to supply the second lot if they so desire.
- d) They will submit the additional Performance Bank Guarantee of 100% of total landed value of equipment along with spares & consumables for warranty period for the quantity of second lot also.
- e) On satisfactory performance of all the equipment of first lot for one year from the date of commissioning [to be certified by the HOD(Environment)], clearance shall be obtained from the order issuing authority for supply of the remaining quantity, if any, as per Schedule of Requirement.
- f) The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning. The additional 100% Performance Bank Guarantee submitted for the equipment supplied in the second lot, if any, shall be returned after satisfactory performance of all the equipment supplied in second lot for one year from the date of commissioning.

**Note:**

- i. The bidder must submit documentary evidence (i.e. authenticated copy of such contracts/purchase orders received by them & their satisfactory performance as above.
- ii. Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a 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 complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending."*
- iii. 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.
- iv. However, the Purchaser reserves the right to obtain the performance directly from the end user of the item / product.

If the bidder fails to submit documentary evidence as mentioned above, the bid may be considered as non-responsive and is likely to be rejected.

**1. Relaxation from above Provenness criteria (for Prior Experience / Turnover) for Startup and Micro & Small Enterprises (MSEs):**

As per Provision of Policy Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India, prior experience and turnover criteria is not applicable for Startups & MSEs bidders in respect of either of the following situation and no further documents regarding provenness will be required to be submitted by these category of bidders:

a) If bidder submits 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., BCCL If needed, may access the techno-commercial capability of such bidders to manufacture and deliver goods as per the prescribed quality and technical specification before awarding the contract. For this purpose MSE/Startup should submit the required details as per 'PROFORMA FOR EQUIPMENT AND QUALITY CONTROL' (*Annexure-A11*).

b) If favorable technical capability reports obtained earlier on such firms for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

In case there is deficiency in technical capability of the firm, the same will be communicated, clearly indicating that the offer cannot be considered for relaxation against the tender. It will be bidder's responsibility to make suitable improvements in the quality of their product for future tenders. The issues related to technical capability are to be decided by the Head of Technical Department.

c) If bidder submits 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 on them.

OR

- Rate Contract as issued by CIL/any other subsidiary for the quoted items on them.

OR

- A valid DGMS approval certificate for the quoted items on them.

OR

- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

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

Note:

- i. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.
- ii. 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].

Meaning of the term an "Entity"

- Private Limited Company (under the Companies Act, 2013) or a
- Registered Partnership Firm (under The Indian Partnership Act, 1932) or a
- Limited Liability Partnership (under The Limited Liability Partnership Act, 2008)

**FOLLOWING DOCUMENTS TO BE SUBMITTED BY MSEs /STARTUPS FOR PROOF OF ESTABLISHING THE QUALITY ASSURANCE AND TECHNICAL CAPABILITY IN SUPPORT OF THEIR OFFER FOR THE TENDERED/QUOTED ITEM (S):**

i) Certificate towards quality assurance & capability from some authority like MSME, NSIC etc. for the quoted items.

OR

ii) Any favorable technical capability reports given earlier to bidder for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

OR

iii) If bidders have submitted documents to prove Startup/MSE status for the tendered items and whose products are ISI marked / DGMS approved / Current holding Rate Contract with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or Subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL.

They will be required to submit the applicable related documents duly notarized for relaxation.

- \* Valid BIS Marking License for the quoted items on them OR
- \* Rate Contracts issued by CIL/Any other subsidiary of CIL for the quoted items on them OR
- \* Valid DGMS approval certificate for the quoted items on them OR
- \* Proven ancillary certificates issued by subsidiary companies for the quoted items on them

The documents /certificate(S) submitted by the bidder for ISI marking & DGMS approval for any relaxation should be valid as on date for tender opening and a copy of such documents(S)/certificate(S), valid as on date of supply duly notarized must accompany their bill(s).

**Following documents to be submitted by MSEs /Startups for proof of being MSEs/Startup:**

1. MSEs bidders have to submit valid documentary evidence (Like UAM, EM Part-II by DIC etc.) for tendered/quoted item(s) as per definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.

OR

2. Startup bidders have to submit valid documentary evidence (like startup recognition documents/startup certificate etc.) for tendered/quoted item(s) as per definition & Eligibility of Startup in line with OM vide letter no. F-20/2/2014 PPD(pt.) dt.25.07.2016 of under Secretary, GOI with subsequent amendments, if any.

Startup bidders have to submit Incorporation/ Registration Certificate of company incorporation certificate (if applicable) and following startup self-certificate:

Startup self-certification

---

*I certify that our entity*

- *has not been incorporated for more than 10 years; and*
- *is 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; and*
- *has not formed the entity by splitting up or reconstruction of a business already in existence;*
- *Our annual turnover has not exceeding INR 100 Crore in any preceding financial year.*

**SELF-CERTIFICATE** –THE TENDERER SHALL ALSO SUBMIT SELF-CERTIFICATE TO THE FOLLOWING EXTENT ONLINE:

**“THE ITEM COVERED IN THE SUPPLY ORDER COPIES ENCLOSED WITH OUR OFFER HAS BEEN FULLY EXECUTED WITHOUT ANY COMPLAINT ON ACCOUNT OF PERFORMANCE OF THE PRODUCTS.”**

**FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.**

## **2. Purchase Preference:**

### **i. Purchase Preference to MSE Enterprise**

- 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 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 price within the price 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, the supply shall be shared proportionately (to tendered qty.)
- Out of 25% of this quantity, 4% and 3% shall be procured from Micro & Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe (SC/ST) and women entrepreneurs respectively provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender

requirement and L-1 price this 4% and 3% requirement earmarked for Micro & small Enterprises owned by SC/ST and women entrepreneurs respectively shall be met from other Micro & Small Enterprises. MSEs would be treated as owned by SC/ ST entrepreneurs if:

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

The firm has to submit a copy of Entrepreneurs memorandum certificate i.e. EM -Part-2 issued by District Industries Centre to claim their status as "MICRO" & "SMALL" Entrepreneurs. "SC" & "ST" Entrepreneurs etc. has to submit necessary cast certificate issued by State Authorities.

- All Micro and small Enterprises (MSEs) who are having Udyog Aadhar memorandum should be Given all benefits available under Procurement Policy for MSEs Order 2012. The registration Acknowledgment/ copy for the same duly notarized to be uploaded along with the offer.
- It is clarified that if L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 20% quantity shall be distributed among them at L-1 price.
- Further, in case of non-divisible tenders, an MSE quoting in the price band of L-1+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-1 by the MSE concerned.
- Where any Aggregator (one who sells the products coming directly from the manufacturers. MSME appoints aggregators for the specific items.), 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.
- 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.

**ii. Purchase Preference to Ancillary Units**

- In tender, the participating ancillary units within the price band of L-1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 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).
- If in a tender, L-1 price is quoted by an ancillary unit, then the ancillary who quoted L-1 price will get the opportunity for full supply. However, if there are MSEs within L-1+15% price band, then 25% tender quantity shall be awarded to them subject to their matching L-1 price.



- if L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 20% quantity shall be distributed among them at L-1 price.

**iii. Purchase Preference to MAKE IN INDIA**

As per provision of Public Procurement (Preference to Make in India) order 2017 issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India Vide Order No. P-4502/12/2017-B.E. dated 15th June 2017, Purchase preference shall be given to local suppliers in all procurements in the manner specified as under:

A. In the procurement of Goods which are divisible in nature:

- If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1.
- 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.

B. In the procurement of Goods which are not divisible in nature:

- If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1.
- If L1 bid is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to the 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.
- In case such lowest eligible local supplier fails to match the L1, 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.

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

**'Local Supplier'** means a supplier whose product offered for procurement meets the local content as prescribed.

**Minimum Local Content:** For being eligible for purchase preference under this clause the minimum local content shall be 50%.

**Margin of Purchase Preference:** For being eligible for purchase preference under this clause the Margin of purchase preference shall be 20%.

**Verification of local content:**

- i. The local supplier at the time of bidding shall be required to provide self-certification that the items offered meets the minimum local content and shall give the details of the location(s) at which the local value addition is made.
- ii. In case 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.
- iii. False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of three years along with any other penal action as may be deemed fit including rejection of the offer, forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of Purchase Manual Coal India Limited 2020.
- iv. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference for procurement for the duration of debarment. It will be the bidder's responsibility to provide self-certification, clearly stating that the bidder is not serving debarment from any procuring entity for the tendered item at the time of tendering.

**Exemption of small purchases:** Procurements where the estimated value to be procured is less than Rs 5 (Five) Lakhs shall be exempt from above.

**FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.**

**g. Clarifications of Bid Documents**

The bidder may seek clarification within the period specified in the bid document. The clarifications may be asked from the next day of e-publication of NIT. The last date for seeking clarification will be up to 15 (fifteen) days before the last date of submission of bid and the last date of giving clarification will be up to 7 (seven) days before the last date of submission of bid. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received within the period specified in the Tender Enquiry. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall also be put on the website of CIL/Subsidiary Company, e-Procurement Portal and CPP Portal.

**h. Earnest Money Deposit (EMD)**

1. 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 coal India tender Portal during online submission of bid.
2. The EMD has to be deposited online only within the last date and time for submission of online offer. In the Online mode, the bidder can make payment of EMD through net banking from designated Bank or through NEFT / RTGS from any scheduled Bank. In case of payment through net banking, the money will be transferred to CIL's Bank Account. In case of payment through NEFT/ RTGS, the bidder will have to make payment as per the Challan generated by system on e-Procurement portal before submission of bid. Bidder will be allowed to submit its bid only when the EMD is successfully received in CIL / Subsidiary Company's designated account and the information flows from Bank to e-procurement system.
3. In case of foreign bidders, they may remit the EMD in equivalent USD to **A/c of Bharat Coking Coal Limited, Bank Account No.10976597794 of State Bank of India, Dhanbad Branch, Bank More,**

Dhanbad-826001 (Jharkhand State) (Branch Code 00066) having the SWIFT facility bearing SWIFT Code – SBININBB388 and should upload Transaction reference number / Documentary evidence showing such remittance along with the offer. The remittances of EMD of USD to purchaser's account shall be the net remittance excluding all commissions, costs and charges levied by the intermediary banks.

4. In case of exemption of EMD, the self-attested scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission which will be verified along with bid documents. However, this option shall be enabled only in those cases where the exemption to EMD to some bidders is allowed as per NIT.
5. Submission of EMD is exempted for a tender value up to Rs. 2 lakhs.
6. EXEMPTION FROM SUBMISSION OF EMD:

Sl. No.	Category of bidders	Documents against exemption of EMD
1.	State / Central Government Organizations / PSU	Upload Self declaration
2.	NSIC registered Firms	Upload self-attested copy of Valid and Complete NSIC Registration certificate
3.	Ancillary Units of BCCL	Upload digitally signed self-attested copy of Valid and complete Ancillary Status certificate
4.	Micro / Small Enterprises [MSE]	Valid Registration certificate 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 firms having Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME (self-certified). <b>This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.</b>
5.	Overseas OEM/OPM and their authorized agent / distributor / dealer in India.	Authorization from the Overseas OEM/OPM to quote for the tender.

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

#### i. Refund of Earnest Money Deposit

1. EMD furnished by all unsuccessful tenderers shall be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract.
2. The EMD of successful bidder and also foreign bidders will be refunded through e-payment for which the bidders will have to upload the Mandate Form with Bank details. In case of e-procurement, EMD of unsuccessful bidders will be refunded through e-procurement portal/system.

#### j. Forfeiture of Earnest Money Deposit

The EMD shall be forfeited:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
  - a). Fails to sign the contract within 30 days from the date of notification of award; or Fails to submit order acceptance within 30 days from the date of order; or Refuses to accept/execute the contract
  - b). Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

#### **k. Bid Submission**

The bidder shall upload its bids online in the e-procurement portal within the stipulated due date and time of tender submission. No offline bid shall be accepted.

The bidders will have to upload **duly filled** Technical Parameter Sheet (TPS) and scanned copies of various documents required for eligibility and all other documents as specified in NIT, in different folders under Cover-I. Only the Price-bid/ BOQ should be uploaded in Cover-II.

#### **l. 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:

(i) **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) thereafter.**

(ii) **Technical Parameter Sheet (TPS)** - 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) & 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.

#### **m. General Technical Evaluation**

The bidder will have to fill-in GTE online while submitting its bids.

#### **n. Price bid**

The Price bid containing the Bill of Quantity (BOQ) will be in Excel format or any other format as specified in NIT (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder who will quote the rates, taxes & duties etc. for the offered items on this Excel file. Thereafter, the bidder will upload the same during bid submission in cover-II. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instructions will be rejected.

In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost.

**I. BOQ:** This is Top Sheet of the Price Bid. Bidders are not required to fill up any data or Price in this sheet. Bidders are only required to select the Currency in which they desire to quote prices from the dropout menu available in this sheet (INR or Other Currency).

II. a) Depending on the selection of Currency made in the Top Sheet/BOQ, following options shall be available:

**(i) Bid\_INR:** - In case Currency selected as "INR",

**(ii) Bid\_Other:** - In case currency is selected as "Other Currency".

Submission of information/Price in 'Bid\_INR' or 'Bid\_Other': The Price bid/BOQ containing the above Sheets in Excel File will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his 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 Only in "INR":** The bidders will select the Type of Currency as "INR" in the BOQ1. The bidders are required to fill all required data and Price Elements as indicated in the BID\_INR Sheet.

Note: If Bidder quotes only in INR then select Currency Conversion against each Item as "Full Conversion" and select quoted currency as INR.

**(B) Bidders Who Desire To Submit in "Foreign Currency":** Foreign Bidders who are not willing to quote in INR have the choice to submit offer in one of the following currencies: (a) US Dollar (US\$); (b) Euro € ; (c) GBP £ (d) Japanese Yen ¥ and (e) Australian Dollar. The bidders are required to fill all required data and Price Elements as indicated in the BID\_OTHERS Sheet.

Note:

i. If Bidder quotes only in any other foreign currency then select Currency Conversion against each Item as "Full Conversion" and select quoted foreign currency.

ii. However, the Port charges, Clearing forwarding charges, Inland transportation & insurance and all other local costs to clear goods through Customs and incidental to delivery up to Final Place of Destination should be quoted in INR Only in Bid\_OTHERS sheet in the relevant fields. In such case, select Currency Conversion against each such item as "Partial Conversion" and select quoted foreign currency.

iii. CAMC charges need to be filled in INR only in the BID\_CAMC 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. BCCL 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" of any item is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item.**

**OTHER INFORMATION REGARDING BOQ / PRICE BID**

The Price-bid will be in item-wise/Item 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.

In case of Taxes and Duties like CGST, SGST/UT-GST or IGST the applicable rate of these duties in terms of %age is to be entered in the relevant fields.

The rate of CGST, SGST/UT-GST or IGST 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 lower than the normal rate or bidder has opted for composition Scheme, then bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents along with certificate of practicing CA/CMA/CS clearly mentioned that Bidder is eligible to opt the composition/ any other scheme/exemption and fulfilled all the condition as mentioned in notification in this regard.

Bidder opted for composition scheme is not allowed to quote GST rate in BOQ/Price Bid as Bidder opted for composition scheme is not entitled to claim GST from customer (BCCL) under section 10 of GST Act 2017. However, INPUT TAX CREDIT will not be available to BCCL if bidder has opted composition scheme to deposit GST under section 10 of CGST Act, 2017.

**Statutory Variation: If there is any statutory change in GST/SGST/UT-GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. In case of GST, the statutory variation in the rate of tax will be allowed till the delivery of the goods.**

In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to BCCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to BCCL required to claim Input Tax Credit as per the GST Rules.

Delivery is to be effected on door delivery basis thus bidder will have to arrange the prescribe E-Way bill at their end.

#### **o. Letter of Bid**

The format of Letter of Bid will be downloaded by the bidder and will be printed on Bidder's letter head and duly 'Signed & Sealed' scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

**It may be noted that if the information/declaration/Credentials/ scanned documents furnished in support of the claims made in the Bid or same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, such bidder will be liable to punitive action.**

The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.

#### **Note:**

1. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
2. In case the bidder who has signed LOB is not the DSC holder, then the authorization as per format given in (*Annexure-A3*) 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.



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 will be rejected.

**p. Modification/ Withdrawal of Bid**

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the end date and time of bid submission.

**q. Clarification of Bids / Shortfall / Confirmatory Documents**

1. During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the purchase portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
2. 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).
3. 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 certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
4. For this purpose, maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration shall be given to the bidders to upload these clarifications / shortfall documents.

The above documents will be specified on -line under the link "Upload shortfall / confirmatory document" indicating the start date and end date for on-line by bidder. The bidders will get this information on their personalized dashboard. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status / information on their personalized dash board at least once daily after opening of bid. No separate communication will be made 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 bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration.

5. **No shortfall documents shall be asked for tenders valuing up to Rs. 20.00 lakhs.**

**r. Evaluation of Bids**

1. Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible bidders will get opened and comparative statement of prices will get generated by the system.
2. **Techno-commercially acceptable offers shall be evaluated on the basis of NPV of the respective anticipated cash outflows as per T&C of payments during the contract period. Cost of**



equipment + CAMC shall be considered for calculation of NPV and the lowest quoted offer shall be considered as L1. For computation of NPV, Rate of Interest shall be considered as 14%.

3. Supportive documents of L-1 bidder only, shall be downloaded for evaluation by the TIA.
4. After evaluation of the uploaded documents, shortfall / confirmatory documents / clarifications, if required, are sought from the L-1 bidder. Shortfall documents / clarifications shall be sought only in cases, indicated in clauses- 'q' of Section - II of the NIT.
5. If the techno-commercial acceptability of the system generated L-1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by the TC (Tender Committee). If the L-1 bidder is found to be not techno-commercially acceptable upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained, if required. This process continues sequentially till techno-commercially acceptable L-1 is established.

**s. The following penalties shall be imposed on the defaulting bidders**

- If L-1 bidder is a defaulter for part of/ all items for which he is L-1, 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.

**Note:**

\* The zone of applicability of penal provisions shall be TIA specific.

\*\* The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

\*\*\* The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions under clause-6.13 of Purchase Manual Coal India Limited 2020.

**t. General Guidelines and Process Flow for Tender cum Reverse Auction (aplicable for the tender having value of above Rs. 50 Lakhs)**

1. On scheduled date & time of tender opening and upon opening of the tender by the bid opening team, e-procurement System automatically evaluates particulars as contained in GTE, TPS and other Commercial Parameters (to be combined in TPS) and shows only the item-wise L-1 price.
2. Reverse Auction will be initiated only amongst system evaluated technically qualified bidders to whom communication shall be sent from the system, after opening of tender.
3. There will be no participation fees for e-Reverse auction.
4. After opening of the tender, a reverse auction platform shall be created by TIA within two hours of opening of bids. Therefore, bid opening time should be fixed as 11.00 AM in order to ensure that the reverse auction process starts well within the normal working hours on the same day. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
5. System displays L-1 net landed price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. The L-1 Price will be the start bid price. The BOQ shall be

designed taking into consideration CENVAT Credit, VAT set off etc., or ITC in case of GST as applicable, so that it is reflected in the net landed price.

6. The L-1 price/ start bid price is net landed price/ cost to the company price on which the auction will be initiated.
7. Item-wise H-1 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-1 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-1 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.
8. The L-1 bidder after the reverse auction has to upload the breakup of net Landed Prices online through confirmatory link. The detailed breakup of offered net landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same breakup of prices. While giving the break up, the bidder will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less. The L-1 bidder after reverse auction will be responsible to ensure that the net landed rate as per the breakup of prices provided by him after the reverse auction and the L-1 net landed rate offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.
9. To evaluate the net landed price for determining the L-1 bidder in different kinds of tenders, the evaluation criteria would be as elaborated in clause-13.3.3 of Purchase Manual Coal India Limited 2020.
10. The decrement value will be 0.5 % of the start bid price with minimum of Rs.1.00, as the present e-procurement 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. The maximum seal percentage in one go will be fixed as 2% over and above the normal decrement of 0.5% i.e. 2.5% of the start bid price or the last quoted price during reverse auction, whichever is lower. This shall be worked out as under:

$$DV_1 = (DV + 0.02 * L-1)$$

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

DV<sub>1</sub> = Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range)

L-1= 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).*

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

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

For cases where the unit rate is low and quantum of item is huge, if the decrement value in terms of 0.5% works out to be in paise and rounding off to nearest rupee, would be much higher than 0.5% of start bid value, the unit of measurement may be adjusted in such a way so that decrement value may remain in the range of 0.5% or Rs.1.00 whichever is higher.

For example, Tender for any item, whose unit of measurement is in Kg and having low unit rate may be invited in terms of 10 Kg or 100 Kg, as may be considered appropriate, as unit of measurement.

11. Reverse Auction will be initiated within two hours after opening of price bids. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by twenty minutes in case of any reduction recorded in the last ten minutes. In case of reverse auction in two bid system, Auto Extension of time will be thirty minutes in case of any reduction recorded in the last thirty minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes or thirty-minute slot, as applicable for the auto extensions of time.
12. System provides bidder details along with bid documents at the end of reverse auction process. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the initial 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.
14. 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.
15. Business rules like event date, time, methodology of start bid price and bid decrement value, extensions, etc. also shall be indicated in NIT for information of bidders.
16. The bid history shall reflect only the net landed price. The net landed price shall also not be same for two bidders even if any bidder makes such an attempt. Net landed price can be the same for two bidders only in case where after e-procurement, none of the qualified bidders participated in the Reverse Auction.
17. Only the chronologically last bid submitted by the bidder till the end of the reverse auction shall be considered as the valid price bid of that bidder and acceptance of the same by BCCL will form a binding contract between BCCL and the bidder for entering into a contract. Any bid submitted earlier during reverse auction process by the bidder prior to submission of his last bid will not be considered as the valid price bid.
18. Purchase Preference: If any of the short-listed bidders are eligible for purchase preference as per Government 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 and they are otherwise eligible. This will also be applicable to MSEs, Make In India, Ancillaries and other preferential category of bidders notified by Government of India from time to time.

19. Conversion Rate: The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The data may be obtained from RBI/ SBI website or directly from Banks.
20. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
21. On expiry of the closing of the reverse auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
22. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, LPP etc., the management reserves right to seek justification of the price from the lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
23. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. A provision to this effect should be made in the NIT.

Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/ e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

**u. Security Deposit (*If in Bank Guarantee, then as per Appendix -I*)**

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.
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 an 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.
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.
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.
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. 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.

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 shall 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.
8. Security Deposit will be released with the approval of HOD of MM 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.
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.
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.
11. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.
12. The SDBG will be submitted Through Structured Financial Management System (SFMS).

**v. Performance Bank Guarantee (*Appendix -II*)**

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

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.
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.
5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
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. 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.
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.
9. The PBG will be submitted through Structured Financial Management System (SFMS).

#### **w. Other Important Tender Terms**

1. In case of imported stores, where the supplier is to arrange importation and paying customs duties etc. the rates quoted will be in INR on FOR Destination basis and the safe arrival of the consignment from the country of origin to the destination will be of supplier's responsibility. In such case, Sales Tax/ VAT and Statutory Local Levies (if any) or GST will be payable extra as applicable. No Excise duty will be payable. In such cases, the following clause should also be incorporated in the tender enquiry:

*"The firm should quote FOR destination price and the firm shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Customs Duty as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer, shall be submitted along with supplies/ bills."*

In case the supplier supplies the imported stores in INR after importing and paying the customs duty, the supplier will be required to submit the following import documents to the consignee along with each supply to ensure authenticity and genuineness of imported materials:



- (i) Self attested copy of Principal's invoice/ packing list along with original.
- (ii) Self attested copy of Bill of Lading/ Airway bill.
- (iii) Self attested copy of Bill of entry along with original.
- (iv) Certificate of county of origin.

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

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

## **2. Customs Duty on Imported Goods**

In respect of imported goods, the tenderers shall also specify separately the total amount of customs duty included in the quoted price. The tenderers should also indicate correctly the rate of customs duty applicable for the goods in question and the corresponding Indian Customs Tariff Number/ HSN Code. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. The Government has allowed exemption from payment of customs duty in respect of certain types of goods for use by the certain organizations. However, to avail of such exemptions, the organizations are required to produce "Customs Duty Exemption" certificate and "Not Manufactured in India" certificate at the appropriate time.

## **x. 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.

## **y. Banned or Delisted or Debarred or 'Put on Holiday' Suppliers (*Annexure-A7*)**

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 delisted 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.

## **z. Deviation (*Annexure-A9*)**

Normally no deviation is acceptable to our Tender Documents. Terms and conditions which are in deviation are liable for rejection. No document presented by the bidder after due date and time of submission of the bid, shall be taken in to consideration unless specifically asked by BCCL. If a bidder offers a rebate unilaterally after due date and time of submission of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract, if the bidder emerges as lowest evaluated bidder.

Any attempt by the bidders to camouflage the deviations by giving them in the covering letter or other documents than the prescribed schedules may render the bid non-responsive.

## **aa.Elements of Prices and their Variations**

### **1. Duties/Taxes on Raw Materials**



The purchaser is not liable to any claim from the supplier on account of fresh imposition and / or increase (including statutory increase) of excise duty, custom duty, sales tax, etc. or GST on raw materials and / or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.

## **2. INPUT TAX CREDIT**

BCCL IS ENTITLED TO AVAIL INPUT TAX CREDIT ON ACCOUNT OF CGST, SGST, IGST 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 BCCL TO INPUT TAX CREDIT.

- i. Invoice issued by the supplier should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017
  - name, address and GSTIN of the supplier;
  - a serial number of Invoice (should not be hand-written)
  - date of its issue;
  - name, address and GSTIN or UIN;
  - name and address of the recipient and the address of delivery, along with the name of State and its code;
  - HSN code of goods or Accounting Code of services;
  - Description and quantity of goods or services; • total value of supply of goods or services or both;
  - taxable value of supply of goods or services or both taking into account discount or abatement, if any;
  - rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
  - place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
  - address of delivery where the same is different from the place of supply;
  - whether the tax is payable on reverse charge basis; and
  - signature or digital signature of the supplier or his authorized representative.
- ii. 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.
- iii. Bidder has to submit a declaration on invoice or as separate Annexure along with that CGST, SGST or IGST as mentioned in Invoice has been deposited and Prescribed return has been uploaded on GST Portal as per the provision of GST Act and rules thereon.
- iv. GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply of West Bengal is 19AAACB7934M2Z7. Kindly note that the above-mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. In case Supply Contract is concluded on you, your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.
- v. Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of BCCL in the common portal of GST.
- vi. In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.

- vii. If input tax credit claimed by BCCL is not admitted by tax authorities due to failure of bidder part in filling GSTP-I then loss to BCCL will be recovered from bidder dues or next Bill.
- viii. Bidder is advised to pass on the benefit of Input Tax credit to BCCL as required under Section 171 of CGST act.

### 3. TAXES & DUTIES

Percentage / Specified amount of Taxes and duties should be clearly mentioned otherwise, BCCL reserves the right to reject such offers. Taxes and duties applicable on the date of Price-bid opening will be considered for calculating landed price for comparison /status purpose against this tender.

- i. CGST and SGST: if bidder is having local office/warehouses in the state of supply and is having valid GSTIN number in that state, then CGST and SGST if applicable will be payable extra as per prevailing GST Act and Rules only in case of Intra state supply. Refund, credit, if any, obtained of CGST and SGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.
- ii. IGST: if bidder is supplying goods from other than the state of supply and not having any office/warehouses in the state of supply then IGST if applicable will be payable extra as per prevailing GST Act and Rules only in case of Interstate supply. Refund, credit, if any, obtained of IGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.
- iii. The legally applicable rate of TAX should be clearly mentioned in the commercial bid and the rate in the price bid.
- iv. Delivery is to be effected on door delivery basis thus successful bidder will have to arrange the prescribe E-Way bill at their end.

#### bb. 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 be asked 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 PSU 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. and / or its Subsidiaries or other PSU 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 lower rate to any Organization / Ministry /*

*Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization."*

There shall be no Price Fall Clause for purchase value up to Rs.1.00 lakh.

### **cc. Period of Validity of Bids**

1. Offer of the firm must remain valid for a period of 120 (One hundred Twenty) days from the date of opening of tender. Once the order is placed on the tenderer within the validity period / extended validity period of the offer, the price(s) quoted in their offer shall remain FIRM throughout the entire period of operation of the contract.
2. A bid valid for a period shorter than called for is liable to be rejected by the purchaser.

### **dd. Conflict of Interest among Bidders/ Agents**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

1. they have controlling partner (s) in common; or
2. they receive or have received any direct or indirect subsidy / financial stake from any of them; or
3. they have the same legal representative / agent for purposes of this bid; or
4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
5. bidder participates in more than one bid in the bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / subassembly / assemblies from one bidding manufacturer in more than one bid.
6. in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:
  - i. The principal manufacturer directly or through one Indian agent on his behalf; and
  - ii. Indian/foreign agent on behalf of only one principal.
7. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
8. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

### **~~ee. Option Clause~~**

- ~~1. BCCL reserve the right to increase or decrease the ordered quantity by  $\pm$  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.~~

- ~~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.~~
- ~~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.~~

#### **ff. Distribution of the Quantity**

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.

#### **gg. PRICES**

Price Bid shall be submitted through Enterprise Procurement System (EPS) through Internet. For the bidders from India, price quoted should be FIRM & on FOR DESTINATION basis, for delivery up to any Regional/ Central Stores of EKRA/JEALGORA / any other store of BCCL. The prices should be quoted in the specified format available on-line. The price bids of techno-commercially qualified tenderers shall only be considered for evaluation.

Safe arrival of materials up to destination shall be the responsibility of the supplier.

**Imported items offered by Indian Bidder:** In case the required items are imported by an Indian Agent / distributor and offered to BCCL in Indian Rupees, the Indian Agent / distributor shall have to submit the following documents with each supply:

- (i) Self attested copy with original Principal's Invoice / packing list.
- (ii) Self attested copy of Bill of Lading / Airway Bill.
- (iii) Self attested copy with original Bill of Entry.
- (iv) As per contractual requirement (if any) warranty / guarantee certificate.
- (v) Certificate of Origin

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

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

#### hh. Delivery Period

- I. As specified in Scheduled of Requirement (SOR) section V) of the NIT.
- II. Deliver period will be counted from the date of placement of supply order.
- III. Date of delivery will be the date on which the ordered goods are delivered at consignee's premises.

#### ii. Payment Terms

1. For all indigenous supplies and in case of imported stores, where the supplier is to arrange importation and paying custom duties etc, the bidder shall confirm their acceptance of the following Payment Terms:

In case of 100% value of each equipment and accessories along with 100% transportation & insurance charges will be paid against submission of bills, within 21 days after receipt and acceptance of performance Bank Guarantee/ Security cum PBG, successful completion of erection, testing and commissioning certified by Nodal Officer(Environment) of Area/Washery at locations as per PO, acceptance of Data by regulator(JSPCB), final acceptance of the equipment (along with accessories) and presentation of certificate from HOD(Environment) to the effect that the equipment(along with accessories) has been tested and commissioned to their entire satisfaction

2. In case of direct import by BCCL, the bidders shall confirm their acceptance to the following payment terms:-

100 % payment of the Net CIF value and 100% towards value of services supplied within India and GST & any other charges paid in India as quoted by the firm i.e. (CIP minus CIF) shall be made to the bidders in overseas countries through an Irrevocable, Unconfirmed Letter of Credit within 21 days after receipt and acceptance of performance Bank Guarantee/ Security cum PBG, successful completion of erection, testing and commissioning certified by Nodal Officer(Environment) of Area/Washery at locations as per PO, acceptance of Data by regulator(JSPCB), final acceptance of the equipment (along with accessories) and presentation of certificate from HOD(Environment) to the effect that the equipment(along with accessories) has been tested and commissioned to their entire satisfaction.

**Payment for CAMC:-**CAMC shall be operated by concerned Area GMs or their Authorized representatives. The payment of CAMC charges are payable on quarterly basis after rendering satisfactory services of each quarter of CAMC period. The bill shall be duly certified by the concerned user of the equipment for payment.(refer Appendix-IV)

#### jj. Special Conditions

- i) To follow the guidelines issued or to be issued by Govt. of India from time to time for giving purchase preference for production and services to PSUs and / or
- ii) Notwithstanding anything said above BCCL reserve the right to follow any guideline or instructions received from the government or any statutory body from time to time.

#### kk. Other Commercial Information Sheet (*Annexure-A2*)

Other Commercial Information Sheet in Excel File (named as COMMERCIAL.xls) shall be downloaded from bidding portal and uploaded after fulfilling the required details. This Excel 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).

- II.** Any document (except printed leaflets and catalogues) uploaded by the bidders along with their bids **MUST** bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.

**mm. JURISDICTION**

Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad / Jharkhand High Court, (INDIA).

**nn. RIGHT TO INFORMATION ACT**

Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.

*"Information relating to procurement made by public authorities including publication of notice/ tender enquiries, corrigenda thereon, and details of bid awards detailing the name of the Vendor/ Contractor of goods/ services being procured or the works contracts entered or any such combination of these and the rate and total amount at which such procurement or works contract is to be done should be disclosed. All information disclosable as per Ministry of Finance, Department of Expenditure's O.M. No 10/ 1/2011-PPC dated 30th November, 2011 (and 5<sup>th</sup> March 2012) on Mandatory Publication of Tender Enquiries on the Central Public Procurement Portal and O. M. No.10/3/2012-PPC dated 9th January 2014 on implementation of comprehensive end-to-end e-procurement should be disclosed under Section 4 of the Right to Information Act .... "*

**oo. Self-Certificate for Local Content (*Annexure-A10*)**

A domestic manufacturer has to upload with the online offer a self-certificate for local content stating that 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 customs duties)] as a proportion of the total value is equal to or more than 50 % and indicate details of locations at which local value addition is / are made.

**pp. Auditors' certificate for Imported Items**

In case of imported stores other than direct import by Coal India Limited/Subsidiaries Companies, the firm should quote FOR destination price and the firm 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 the buyer, shall be submitted along with supplies/bills.

**qq. INSPECTION AND TESTS**

- i. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii. The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance,



including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

- iii. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv. 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 representatives prior to the Goods shipment from the country of origin.
- v. Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. **Final inspection shall, however, be carried out at the consignee's end.**
- vi. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

~~viii. Pre-dispatch inspection shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated in Appendix III.~~

#### rr. Award of Contract

- I. After the decision to award the contract is taken with the approval of competent authority in concurrence with Finance, the purchaser shall issue the Purchase Order (PO) or 'Notification of Award' (NOA) within the validity of offer(s) notifying the successful tenderer in writing, by Registered/Speed Post, that its offer (briefly indicating therein relevant details like quantity, specification of the goods ordered, prices etc.) has been accepted and the required Security Deposit, shall be submitted, wherever applicable, within a specified period (15 days from the date of issue of PO/NOA).
- II. In cases where NOA is issued, a formal contract is also required to be signed by the purchaser with the successful tenderer. In such cases, after issue of above notification, draft contract should be sent promptly to the successful tenderer asking them to check for inaccuracies etc. and send confirmation for signing the contract within next fifteen days. It should also be made known to the successful tenderer that in case, it does not sign the contract or does not furnish the required security deposit, if applicable, within the stipulated dates, such non-compliance will constitute sufficient ground for forfeiture of its EMD and processing the case for further action against it. In cases where PO is to be issued after NOA, it is to be ensured that the PO is issued after receipt of the required Security Deposit from the successful bidder.

#### ss. Award of Contract

Offer submitted with irrelevant, abnormal, unusual, inconsistent value(s), against any clause of TPS may reflect the bidder as 'COMPLIED' by the system but the same may be rejected if necessary, after due evaluation of the information provided.

**Note:** The applicable certificates which are to be submitted / uploaded after signature are enclosed as Annexures or Appendixes in the Section VII) of the NIT. These documents need to be downloaded from Annexures/ Appendixes as enclosed in the NIT.



**Please go through the tender document carefully and upload your offer accordingly complete in all respects with supporting documents wherever asked for.**

**Yours faithfully,  
For & On Behalf of Bharat Coking Coal Limited  
General Manager (Materials Management)**

**Section III) - General Conditions of Contract (GCC)****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 organization 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 standardising 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 indemnify 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 an 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.
- 6.7. 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 shall 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.

- 6.8. 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 shall 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.
- 6.9. Security Deposit will be released with the approval of HOD of MM 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.
- 6.10. 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.
- 6.11. 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.
- 6.12. Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.
- 6.13. 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 an 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 80% 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 fulfilment 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 fulfilment 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 inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, 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 *Incoterms* 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.

1. This warranty shall remain valid for **twenty four (24)** months from the date of successful commissioning and acceptance given by HOD (Environment) which shall be extended on mutually agreed basis in case there is major breakdown due to manufacturing/design defect during warranty period. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to BCCL on door delivery basis.

2. **Penalty during warranty/Guarantee:** Penalty will be levied for delay in response time for attending and rectification of faults beyond specified time (i.e., Break down calls (Unlimited) will be attended immediately after lodging of complaint with the Supplier through Phone/Fax/Person/Post/Courier/E-mail/SMS. The Complaint/Message will be send to the address/Telephone number given in the contract as well as in the supply order. The machine/complaint must be attended and rectification must be made at site within 48 hours of the receipt of information and the Online PM10 Analyzer with all accessories is made operational within 48 hours) as per formula mentioned below & maximum penalty to be levied on account of warranty failure will be 5% of contract value calculated during whole warrantee period and after that if there is any delay on the part of supplier, purchaser shall be entitled for encashment of PBG.

**Deduction Per Day** = (No. of Days machine is Break down) \* [(0.05 \* Contract value including complete warranty period)/(365\*2)]

In such cases of unsatisfactory performance of firm/contractor during the warranty period, the same should be recorded and circulated to all subsidiaries of CIL.

13.2. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall 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.

13.3. If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, 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. As stipulated in the NIT and the resultant contracts.

##### **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 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) 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 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 shall 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:

- (a) 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
- (b) 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
- (c) 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 of 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 nor 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.

**ARBITRATION CLAUSE( In case of contract with a Public Sector Enterprise or Govt. Departments)**

*"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also 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 resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated 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](http://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 or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the addresses of the Purchaser and the Supplier:

Purchaser:

General Manager (MM)  
Bharat Coking Coal Limited  
Materials Management Division  
Level-III, Commercial Block, Koyla Bhawan  
Koyla Nagar, Dhanbad, Jharkhand, India- 826 005.  
Fax No.: +91 0326-2230183, Phone: +91 0326-2230181.

Supplier:

[-----  
Fax No.: +91 -----  
Phone: +91 -----]

- 33.2. A notice shall be effective when delivered or on the 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)**

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. The corresponding Clause number of the General Conditions is indicated in parentheses.

Clauses of GCC listed below include a possibility for variations in their provisions through SCC. There could be other clauses in sec as deemed fit.

Sl. No.	GCC Clause	Topic	SCC Provision



**Section V) - Schedule of Requirements (SOR)**

- **Description of items, quantity:**

Ambient Particulate Matter Analyzer for PM<sub>10</sub> approved and conforming to USEPA Automated Federal Equivalent Method (FEM) Designation -40 Nos

- **Consignees' details:**

(A) Depot Officer, Central Stores, Ekra/Jealgora, Dist. Dhanbad, Jharkhand or

(B) Depot Officer, any other Regional Stores of BCCL located in and around maximum 45 Km from Dhanbad within Jharkhand.

Final Consignee shall be indicated in the supply order.

- **Delivery terms, Delivery schedule:**

Total time for completion of Job including supply of complete set of all 40 Online PM10 analyzers along with all accessories, its installation, testing commissioning, and certificate submission issued from JSPCB as terms and conditions of purchase order shall be (4)four months. Deliver period will be counted from the date of placement of supply order.

- **CAMC (Comprehensive Annual Maintenance Contract)**

Comprehensive Annual Maintenance Contract with material till the end of life of apparatus are required which will be executed by the Supplier and the end user after expiry of original Warranty / Guarantee period. The initial duration of Comprehensive Annual Maintenance Contract (with spares) shall be for 05 (Five) years after expiry of Guarantee / Warranty period. After expiry of the initial contract period the CAMC may be further extended for period as deemed suitable.

The CAMC shall include all jobs related to repair/Maintenance and supply of any spares required for uninterrupted operation of Online PM10 Analyzer with all ancillaries in accordance with regulatory requirements including all accessories & will include all statutory taxes and duties as admissible excepting for GST if applicable. GST if legally leviable shall be paid extra.

The Composite Evaluation Rate for deciding L-1 will be calculated in the following manner: -

Net Landed Value for deciding L-1 = Landed Rate of the offered item + Installation & Commissioning Charges + Net Present Value of total CAMC price – Total Input Tax Credit Amount. For evaluation purpose, CAMC charges quoted by the firms will be discounted quarterly at the Prime Lending Rate of 14.00% per annum, to arrive at the present value (PV) of CAMC charges and the same will be loaded on the landed cost of the equipment for arriving at L-1 rate.

The ranking of the techno- commercially acceptable bids for the item shall be made on the basis of the Composite Evaluated Rate as above and the contract will be awarded to the bidder who quotes the lowest Composite Evaluated Rate.

Bidders should go through the same and provide acceptance to its terms and conditions in the template of “TPS - COMMERCIAL”.

- CAMC charges and Installation Commission Charges should be in “INR” only.

**Special Note for CAMC:**

The vendor should provide the contact details of their company office / Personnel names (inclusive of Service Engineer) / Address, Telephone number of Mobile / Landline / e-mail id / wherein complainant logging / follow up can be made in event of failure / disruption of service of the equipment for which CAMC is undertaken.

If the vendor is not a manufacturer of the quoted item, a suitable undertaking from the manufacturer is required to be submitted alongwith techno-commercial bid to the extent of:

We..... who are proven & reputable manufacturer of .....  
(Name & description of goods offered in the tender) having factories at .....authorise  
Messers..... (Name & Address of the agent) to submit a tender, process  
the same further and enter into a contract with BCCL. We also hereby extend our full warranty, after sales Service &  
Onsite Comprehensive AMC including supplies of all spare parts necessary for maintenance of equipment during  
Warranty & CAMC periods, as notified by BCCL at the prices & charges for the goods & services offered for supply  
by the above authorised agent as per the tender enquiry (NIT) documents.

Above undertaking should be on the letter head of the manufacturing firm & should be signed by authorised person  
(Name & Designation) who has been officially having the power of Attorney to legally bind the manufacturer.

The Supplier/Authorised Indian Agent shall familiarize himself and fully comply with the provision of all the  
Acts/Rules/ Regulations and orders of the State/Central Government applicable to the work, payment of the Wages  
Acts, Workman's Compensation Acts, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for  
due observance of the same.

The vendor is required to submit a list of clients for whom the vendor has undertaken such similar kind of CAMC  
Services in the past. BCCL reserves the right to independently verify on the vendor claim.

**Section VI) – Technical Specifications**

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

Sl no.	DESCRIPTION																																																				
1.	Online PM10 Analyzer consisting of Analyzer/interconnecting cables, special cables, cable glands, other accessories to make the system complete in all respects. Any item that is not mentioned in the specification but in the opinion of the Bidder, if there is need of inclusion for completeness of Online PM10 Analyzer, the same shall be included in the scope of supply of Bidder.																																																				
	<b>SPECIFICATION</b>																																																				
2.	<p><b>Ambient Particulate Matter Analyzer for PM<sub>10</sub> approved and conforming to USEPA Automated Federal Equivalent Method (FEM) Designation (Ref: Technical Specifications of CPCB technical-bid document, provided by JSPCB)</b></p> <p><b>Principle:</b> Based on the principle of Beta-ray Attenuation by particulate sampled through the instrument and collected on fiberglass filter tape. Before and after sampling Beta-ray radiation is measured by Silicon Semiconductor Beta Detector/ Geiger Muller Counter. An internal microprocessor handles all sequences and automatically calculates the concentration of PM<sub>10</sub>.</p>																																																				
	<b>SPECIFICATION</b>																																																				
3.	<p><b>Continuous Ambient Air Measurement of PM<sub>10</sub></b></p> <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Measuring parameter</th> <th>Particulate Matter (PM<sub>10</sub>) in Ambient Air</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Principle</td> <td>β-ray attenuation</td> </tr> <tr> <td>2</td> <td>Particle Size Cut Off</td> <td>0 - 10 Microns</td> </tr> <tr> <td>3</td> <td>Measuring Range</td> <td>0 – 1000 µg/m<sup>3</sup></td> </tr> <tr> <td>4</td> <td>Resolution</td> <td>1% of the measurement range</td> </tr> <tr> <td>5</td> <td>Lower Detection Limit</td> <td>&lt; 4.8 µg/m<sup>3</sup>(1 hour)</td> </tr> <tr> <td>6</td> <td>Detector</td> <td>Plastic Scintillator / GM Counter / Silicon- Semiconductor base</td> </tr> <tr> <td>7</td> <td>Air Flow Rate</td> <td>16.7 Litre / minute</td> </tr> <tr> <td>8</td> <td>Filter Material</td> <td>Glass Fiber Filter</td> </tr> <tr> <td>9</td> <td>Display</td> <td>LED/LCD</td> </tr> <tr> <td>10</td> <td>Sampling Head</td> <td>Dynamic heated sampling head for measurement of PM10, with adjustable temperature 20 – 70 °C</td> </tr> <tr> <td>11</td> <td>Calibration</td> <td>Reference membrane facility should be provided for calibration of analyzer.</td> </tr> <tr> <td>12</td> <td>Compatibility</td> <td>Analyzer should be compatible with protocols of DAS system to be used in station.</td> </tr> <tr> <td>13</td> <td>Analog Output</td> <td>0 – 1 V, 0 – 10 V, 2 – 20 mA / 4 – 20 mA</td> </tr> <tr> <td>14</td> <td>Digital Output</td> <td>Multi drop RS 232 port USB port /TCP/IP /Ethernet</td> </tr> <tr> <td>15</td> <td>Roll Length</td> <td>Minimum 20 meters</td> </tr> <tr> <td>16</td> <td>Measurement cycle time</td> <td>1 hour</td> </tr> </tbody> </table>		Sl.No	Measuring parameter	Particulate Matter (PM <sub>10</sub> ) in Ambient Air	1	Principle	β-ray attenuation	2	Particle Size Cut Off	0 - 10 Microns	3	Measuring Range	0 – 1000 µg/m <sup>3</sup>	4	Resolution	1% of the measurement range	5	Lower Detection Limit	< 4.8 µg/m <sup>3</sup> (1 hour)	6	Detector	Plastic Scintillator / GM Counter / Silicon- Semiconductor base	7	Air Flow Rate	16.7 Litre / minute	8	Filter Material	Glass Fiber Filter	9	Display	LED/LCD	10	Sampling Head	Dynamic heated sampling head for measurement of PM10, with adjustable temperature 20 – 70 °C	11	Calibration	Reference membrane facility should be provided for calibration of analyzer.	12	Compatibility	Analyzer should be compatible with protocols of DAS system to be used in station.	13	Analog Output	0 – 1 V, 0 – 10 V, 2 – 20 mA / 4 – 20 mA	14	Digital Output	Multi drop RS 232 port USB port /TCP/IP /Ethernet	15	Roll Length	Minimum 20 meters	16	Measurement cycle time	1 hour
Sl.No	Measuring parameter	Particulate Matter (PM <sub>10</sub> ) in Ambient Air																																																			
1	Principle	β-ray attenuation																																																			
2	Particle Size Cut Off	0 - 10 Microns																																																			
3	Measuring Range	0 – 1000 µg/m <sup>3</sup>																																																			
4	Resolution	1% of the measurement range																																																			
5	Lower Detection Limit	< 4.8 µg/m <sup>3</sup> (1 hour)																																																			
6	Detector	Plastic Scintillator / GM Counter / Silicon- Semiconductor base																																																			
7	Air Flow Rate	16.7 Litre / minute																																																			
8	Filter Material	Glass Fiber Filter																																																			
9	Display	LED/LCD																																																			
10	Sampling Head	Dynamic heated sampling head for measurement of PM10, with adjustable temperature 20 – 70 °C																																																			
11	Calibration	Reference membrane facility should be provided for calibration of analyzer.																																																			
12	Compatibility	Analyzer should be compatible with protocols of DAS system to be used in station.																																																			
13	Analog Output	0 – 1 V, 0 – 10 V, 2 – 20 mA / 4 – 20 mA																																																			
14	Digital Output	Multi drop RS 232 port USB port /TCP/IP /Ethernet																																																			
15	Roll Length	Minimum 20 meters																																																			
16	Measurement cycle time	1 hour																																																			
	<b>SPECIFICATION</b>																																																				

**4. CABINET OF PM10 ANALYZER (WITHOUT ROOM)**

- Standard 19" / suitable size Rack Cabinet (Single Bay Rack) with Telescopic slides, Overload protection, Power Distribution box, Cooling fans, Dust filters & pneumatic plumbing to accommodate Analyzer, Calibrator & Accessories that includes in-built data logger (not requiring PC), Panel AC, UPS 1 KVA
- Ingress Protection rating of cabinet should be such that the equipment inside the box is protected from dust and water and also withstand the harsh environmental condition of mines premises.
- The cabinet should be lockable.
- As BCCL command area is prone to heavy lightening, necessary protection device should be installed for protection & smooth operation. All the equipment shall be provided with surge and spike protection devices or other alternate safety arrangement to safeguard the equipment against induced transients and voltage surge.
- Any power conditioning equipment (like Isolation transformer /Stabilizer / CVT etc.) required for stable AC input power supply is required to be provided by the bidder.
- In-built data logger facility with JSPCB connectivity to server and has no requirement for any shelter, AC and Personal Computer.
- Out Door Cabinet along with Panel AC (0.75 tonne), 1 KVA UPS, Data Logger. Minimum space to be provided so that the analyzers are easily accessible from front & back for calibration and maintenance.
- Single phase in-built 1 kVA online UPS with one hours backup in full capacity should be provided for each Online PM10 Analyzer for smooth operation of all analyzers.
- **1 kVA online UPS with one hours backup**

Rating	1 kVA On-line with one-hour battery back-up
Battery	Maintenance Free (SMF, Ni-Cd)
Input Power	220 V AC +/- 20%, 50 Hz +/- 2 Hz
Output Power	Regulated 220 V AC, 50 Hz
Protection	Over load & over voltage
Environment	Temperature : 0°C to 50°C or better to withstand the harsh climate condition of Dhanbad

**SPECIFICATION****5. DATA LOGGER/DATA ACQUISITION SYSTEM**

- Data Logger/DAS must have required nos. of inputs & outputs as per System requirement.
- Ability to log channels at different intervals and should have capability of averaging and displaying real time data and averaged data over a period of 1 min, 15 min, ½ hr, 1 hr, 4 hrs, 8 hrs, 24 hrs, 1 month and year.
- The data logger should have internal battery with charger.
- The data logger/DAS should support LAN and Internal GSM modem/ Wifi for data transfer to central server.
- Data Logger/DAS must have all the required software & hardware for transfer of data to Jharkhand PCB as well as at the other server/station also (if required).

**COMPATIBILITY: Should be compatible with protocols of Data Acquisition System (DAS) as per CPCB Guidelines**

**SPECIFICATION**

6	<p><b><u>DISPLAY SYSTEM</u></b></p> <ul style="list-style-type: none"> <li>• Size of display System ' . 4' x 2' or better, Single line, Single colour LED display.</li> <li>• Operating and Non: Operating Temperature 0-60 degrees Celsius or better</li> <li>• Humidity Tolerance Range: 0-100%</li> <li>• Display Mounting: Weather proof casing to cope up with climate of Jharia coal field. The display system should be capable to transfer the data from computer to Display Board through network</li> </ul> <p><b>Power Cable Laying:</b> Depending upon location, cabling is to be done by the firm.</p> <p><b>IP Rating:</b> Display Module IP67, Cabinet IP 65</p>
	<p>Technical Documents to be submitted along with bid:-</p> <ol style="list-style-type: none"> <li>a. Layout drawings and detailed technical descriptions of PM10 analyzer</li> <li>b. User manual</li> <li>c. Notary certified approval copy of USEPA/TUV</li> <li>d. Affidavit stating compliance with the Guidelines for Continuous Emission Monitoring Systems as per CPCB, as and when amended</li> </ol>
	<p>Technical Documents to be submitted along with Supply-</p> <ol style="list-style-type: none"> <li>a. User manual</li> <li>b. Layout drawings and detailed technical descriptions of PM10 analyzer</li> <li>c. Calibration and testing Certificate</li> <li>d. Applicable Standards Certificate</li> <li>e. Calibration procedures &amp; Calibration schedule</li> <li>f. Maintenance procedures &amp; schedule</li> </ol>
	<p>General responsibility of supplier/manufacture:</p> <p>Ensure that the machinery equipment or substances do not entail danger for the safety and health of those using them correctly. Make available-</p> <p>Information concerning their requirement for the correct installation, maintenance, and use of machinery and equipment and the correct storage and use of substances.</p> <p>Information concerning the hazards of machinery and equipment, the dangerous properties of hazardous substances and physical agents or product; and</p> <p>Information on how to eliminate or control risks arising from the identified hazards associated with the products.</p>
	<p>Any guidelines issues by CPCB/JSPCB in respect of Online PM10 Analyzer during the tendering process, supply and its operation same shall be binding on the supplier.</p>

## **Section VII) – Sample Forms**

The applicable certificates which are to be submitted / uploaded after signature are enclosed here as Annexures or Appendixes in the NIT. These documents need to be downloaded from Annexures/ Appendixes as enclosed in NIT.

*Annexure-A1: Compliance of Provenness Criteria*

*Annexure-A2: Other Commercial Information*

*Annexure-A3: Letter of Bid*

*Annexure-A4: Manufacturer's Authorization Certificate*

*Annexure-A5: Authorized Agent declaration (if Bidder is Authorized Agent of Manufacturer)*

*Annexure-A6: Mandate Form for Electronic Fund Transfer / Internet Banking Payment*

*Annexure-A7: Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate*

*Annexure-A8: Certificate of Confirmation in Respect of Corrigendum*

*Annexure-A9: No Deviation Certificate*

*Annexure-A10: Self-certificate for local content*

*Annexure-A11: PROFORMA FOR EQUIPMENT AND QUALITY CONTROL*

*Annexure-A12: Specimen format of Price Bid / BOQ*

*Annexure-A13: Certificate regarding Indian Agent*

*Appendix -I: Format of Bank Guarantee for Security Deposit*

*Appendix -II: Format of Performance Bank Guarantee*

*Appendix -III: ~~Pre-Dispatch Inspection Clause~~*

*Appendix-IV: CAMC Agreement format (sample, to filled after order placement)*



**Annexure-A1****COMPLIANCE OF PROVENNESS CRITERIA**

Details of Documents (i.e. Self-attested Copies of supply orders as per Annexure-I) pertaining to Provenness criteria uploaded online to be indicated:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	
i) Reference No.:	
ii) Order placing authority:	
iii) Details of Tender items covered in above order:	

Date:

Signature of the Bidder

Seal of the Firm / Company

**Annexure-A2**  
**COMMERCIAL INFORMATION**

COMMERCIAL INFORMATION needs to be uploaded as per given format in “Commercial.xls” sheet uploaded with the NIT.

**Annexure–A3**  
**Letter of Bid (LOB)**

**LETTER HEAD OF BIDDER**

To,  
Bharat Coking Coal Ltd.,  
Koyla Bhawan, Koyla Nagar  
Dhanbad-826005.

Sub: Tender No. & Date:  
Tender ID:

Dear Sirs,

1. 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.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. 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.
4. We understand that you are not bound to accept the lowest or any bid you may receive.
5. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
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.

Yours faithfully,  
(Signature of the Bidder)

Name:  
Designation:  
Date:

Note:

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 the 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–A3 (1)**

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

**I/We** do hereby authorize M/s/Mr/..... Address ..... for online bidding on behalf of me/us for the e-tenders invited by Bharat Coking Coal Limited, Dhanbad on www.coalindiatenders.nic.in.

\_\_\_\_\_  
Signature/Seal of the DSC  
Holder Authorized for online  
bidding on behalf of the  
bidder.

\_\_\_\_\_  
Signature & Seal of the  
bidder Authorizing the DSC  
Holder for online bidding.

**Annexure-A4**  
**Manufacturer's Authorization Certificate**

Ref:

Date:

To,  
The General Manager (Materials Management)  
Bharat Coking Coal Limited,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad, Jharkhand - 826005.

**Tender Ref. No.** \_\_\_\_\_ **dated** \_\_\_\_\_

WHEREAS we, [name of manufacturer] who are manufacturers of [name and/or description of goods] having factories at [address (es) of factory (ies)] and as a matter of policy do not quote directly, do hereby authorize our agent [Name & Address of Indian Agent] to submit a bid and sign the Contract with you on our behalf against the above Tender.

The validity of this authorization is till .....

It is further declared that

(i) That, as a matter of its corporate policy, it does not directly quote/ market their products 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 provisions of the NIT and Purchase Manual Coal India Limited 2020. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

(ii) That it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.

(iii) That, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

(iv) The authorized agent's price will not exceed that which the manufacturer would have quoted.

(v) Letter submitted by the Agents for inspection of goods would be accompanied by a certificate from the manufacturer that the goods offered for inspection as indicated in the letter have been manufactured by them.

(Signature)

(Name)

(Designation)

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

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the Power of Attorney to bind the Manufacturer.

**ANNEXURE – A5**

**Authorized Agent declaration (if Bidder is Authorized Agent of Manufacturer)**

(On Authorized Agent's Letter Head)

(i) That he will be responsible for all the contractual obligations including quality aspects, replacement of part / items and warranty / guarantee obligations, and

(ii) That he will be responsible for providing the required after sale service.

Date:

Signature of the Director/proprietor

Seal of the Firm / Company (Authorized Agent)

**Annexure-A6**  
**Mandate Form for Electronic Fund Transfer / Internet Banking Payment**

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1	VENDOR / SUPPLIER / CONTRACTOR / CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	
	B. BRANCH NAME: (Including RTGS Code)	
	ADDRESS:	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (As appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE: (S.B. Account/Current Account or Cash Credit with Code 10/11/13)	
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	
3	DATE OF EFFECT:	

I 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 would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:

( \_\_\_\_\_ )  
 Signature of the Customer /  
 Vendor / Supplier / Contractor

Certified that the particulars furnished above are correct as per our records.

Date:

( \_\_\_\_\_ )  
 Signature of the Authorized  
 Officials from the Bank



**ANNEXURE – A7**

**Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate**

Our firm has not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

Date:

Signature of the Bidder

Seal of the Firm / Company

**ANNEXURE–A8**  
**CERTIFICATE OF CONFIRMATION IN RESPECT OF CORRIGENDUM (IF ANY)**

I/We, M/s \_\_\_\_\_ hereby confirm that I/we am/are quoting my/our offer against this tender being aware of any amendment contained in the corrigendum (if any, issued after the issue of the NIT) and the same has been taken into consideration, while making this quote.

Date:

Signature of the Bidder

Seal of the Firm / Company

**ANNEXURE – A9**  
**No Deviation Certificate**

“I/We declare that there is no deviation from the NIT terms and conditions in the offer submitted by me/us.”

Date:

Signature of the Tenderer

Seal of the Firm

**ANNEXURE–A10**  
**Self-Certificate for Local Content**

We hereby confirm in respect of quoted item(s) that 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 customs duties)] as a proportion of the total value is equal to or more than 50 %.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

Date:

Signature of the Bidder

Seal of the Firm / Company

**ANNEXURE–A11**  
**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

Reference : 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.

.....

Date.....

Place.....

(Signature of Tenderer)

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

**Annexure-A12**  
**Specimen Format for Price Bid/Boq**

(Available Online)

**Note: 1. All the bidders need to quote their prices in the specified format available online at e-Procurement Portal.**

**Annexure-A13**  
**Certificate regarding Indian Agent**

I/We hereby certify that I/we do not have any agent / middleman / liasoning agent or any entity in any name other than the disclosed authorized Indian agent involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that I/we have given a false certificate, I/we shall be liable for penal action as per provisions of Purchase Manual Coal India Limited 2020.

Date:

Signature of the Bidder

Seal of the Firm / Company



**ANNEXURE - E**  
**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, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure .....(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER,

necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

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

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

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

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

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. The person signing the integrity pact shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

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

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

**5. Earnest Money (Security Deposit)** As mentioned in the Tender Document.

#### **6. Sanctions for Violations**

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

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

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

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para

6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## 7. Fall Clause

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

## 8. Independent Monitors

8.1 The Central Vigilance Commission (CVC) has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact (Names and Addresses of the Monitors as given in the Tender document).

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his

project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions.**

The actions stipulated in this Integrity Pact are without 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.

**12. Validity**

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

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

13. The parties hereby sign this Integrity Pact

at.....on.....

BUYER

Name of the Officer

Designation

Coal India Limited/Subsidiary Co.

Witness

1.....

2.....

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.....

2.....

**APPENDIX -I**  
**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad – 826005

Re : Bank Guarantee in respect of Agreement dated Day of 20 between . . . . .  
(Name of Purchaser Company) and (Name of Supplier Company)

Messers ..... a Company Firm having its office at No. . . . . hereinafter called the Contractor has entered into an agreement dated ..... (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply .....stores/materials amounting to Rs . . . . . on the terms and conditions contained in the said agreement.

It has been agreed that .....(..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs..... as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The .....(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 as below

Name of Ban State Bank of India  
Branch name Main Branch Dhanu  
A/C no. 35160317947  
IFSC Code SBIN0000066

**OR**

Name of Bank ICICI Bank  
Branch name ICICI Bank, Dhanu  
A/C no. 019605001057  
IFSC Code ICIC0000196

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

Place.....

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



**APPENDIX -II**  
**FORMAT OF PERFORMANCE BANK GUARANTEE**

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad – 826005

Re : Bank Guarantee in respect of Agreement dated Day of 20 between . . . . .  
(Name of Purchaser Company) and (Name of Supplier Company)

Messers ..... a Company Firm having its office at No. . . . . hereinafter called the Contractor has entered into an agreement dated ..... (hereinafter called 'the said agreement') with (Name of the Purchaser Company) hereinafter called ('the Company') to supply .....stores/materials amounting to Rs. . . . . on the terms and conditions contained in the said agreement.

It has been agreed that .....(..... percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs..... as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The .....(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 as below

Name of Ban State Bank of India  
Branch name Main Branch Dhan  
A/C no. 35160317947  
IFSC Code SBIN0000066

**OR**

Name of Bank ICICI Bank  
Branch name ICICI Bank, Dhanb  
A/C no. 019605001057  
IFSC Code ICIC0000196

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

Place.....

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

**APPENDIX III**  
**PRE-DESPATCH INSPECTION CLAUSE**

~~—Pre dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:-~~

~~—Pre dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s. CMPDIL will be as follows:-~~

~~—Checking and approval of test procedures/quality assurance plans.~~

~~Verification of records and documents of your works.~~

~~Verification of documents and test certificate of bought out items and cross checks.~~

~~—You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.~~

~~—Final testing and checking of materials as per specifications.~~

~~M/s. CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.~~

~~Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc., as applicable on inspection fee) is to be paid to M/s. CMPDIL along with inspection call letter payable by SBI Collect as per enclosed appendix III(a) which will be reimbursed subsequently by BCCL together with consignment billing.~~

~~—Minimum 7 calendar days notice shall be given by the manufacturer to M/s. CMPDIL for arranging inspection within valid delivery period as per contract.~~

~~The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.~~

~~—The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s. CMPDIL.~~

~~Final inspection shall be arranged by the consignee after receipt of the material at our destination.~~

~~The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.~~

\_\_\_\_\_  
FOR AND ON BEHALF OF BCCL

**Appendix III (a)**

~~The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:—~~

~~i. Visit CMPDI site ([www.cmpdi.co.in](http://www.cmpdi.co.in)).~~

~~ii. Click on the link of [State Bank Collect to pay Inspection Fee](#)~~

~~iii. Click the acceptance of terms & conditions and then click the proceed button.~~

~~iv. Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU Public Sector Undertaking*, then press go button.~~

~~v. Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.~~

~~vi. Next page will open, requesting to select the payment category. Here you select "*INSPECTIONN FEES*".~~

~~vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.~~

~~viii. After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel. If you press Confirm then you will be transferred to next page where payment option will appear.~~

~~ix. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.~~

~~x. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.~~

~~xi. After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.~~

~~xii. The inspection call is required to be submitted online on the email id [gmenm.cmpdi@coalindia.in](mailto:gmenm.cmpdi@coalindia.in), with a copy to [paresh.saxena@coalindia.in](mailto:paresh.saxena@coalindia.in) in the following manner:—~~

~~a) A Covering letter on your letter head giving the details of inspection.~~

~~b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.~~

~~c) Copy of e-money receipt for the PDT Fee deposited online.~~

~~d) Copy of the respective complete supplied order against which inspection call is raised.~~

~~All the above four documents are to be submitted in separate PDF files.~~

~~xiii. Simultaneously a copy of e-money receipt for the POI Fee deposited online must be mailed on the email id: [hqfinance@yahoo.com](mailto:hqfinance@yahoo.com), with a copy to [Sandeep.aru@coalindia.in](mailto:Sandeep.aru@coalindia.in)~~

~~**Note:** The facility for submission of POI Fee on State Bank Collect will be available from 1<sup>st</sup> to 28<sup>th</sup> of every month.~~

**Appendix- IV****COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AGREEMENT (BIPARTITE)**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between M/s \_\_\_\_\_ having its office at \_\_\_\_\_ ( hereinafter referred to as Supplier, the party of the FIRST PART, (which expression where the context admits shall this include its successors in interest and assigns) and \_\_\_\_\_ (As per purchase order or any other representative of GM of concerned area/washery), (hereinafter referred to as The Customer / Purchaser), the party of the SECOND PART.

Whereas as the Customer/Purchaser, the party of the second part, is desirous that bipartite Comprehensive Annual Maintenance Contract (with spares) of the equipment \_\_\_\_\_ should be executed for the maintenance of \_\_\_\_\_ Online PM10 Analyzer with all ancillaries \_\_\_\_\_ supplied/installed at \_\_\_\_\_ Dhanbad district /command area of BCCL \_\_\_\_\_, against Supply Order No. \_\_\_\_\_ dated \_\_\_\_\_ of the Purchaser/Customer and has accepted the bid submitted by the supplier for the Comprehensive Annual Maintenance Contract (with spares) & supply order terms under reference and whereas the supplier has agreed to execute the CAMC on the terms & conditions as hereinafter referred to the Comprehensive Annual Maintenance Contract cost indicated in the supply order (Inclusive of taxes, Duties, Levies, Octroi, Transportation, Handling, Insurance, sales tax etc.). Only service tax if the same is legally leviable will be payable extra.

And whereas the supplier in response to purchaser's tender notice No. \_\_\_\_\_ dated \_\_\_\_\_, had submitted their offer and made other Correspondence/ Communications.

And whereas various General, Technical & Commercial Correspondences took place between Supplier & Purchaser as a result of which Supplier's final offer has been accepted and whereas the purchaser has already issued to the supplier vide ref. order no. \_\_\_\_\_, which has been duly accepted by the supplier.

NOW THIS AGREEMENT WITNESSTH & THE PARTIES AGREES AS FOLLOWS:

1. In pursuance of the agreement and in consideration of rate only as payable to the supplier shall start/ commence the work in manner as stated in agreement.
2. The parties hereunder shall respectively and faithfully abide by the terms and conditions and stipulation contained in this agreement and Perform/Discharge their part of the obligation of the agreement accordingly.
3. The agreement shall be executed within the purview of the Indian Laws.
4. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of agreement herein before referred to.
5. The two sets of agreement shall be signed and one set of agreement shall remain each with the PURCHASER and the SUPPLIER.
6. The supplier has agreed for a 05 (Five) Years Comprehensive Annual Maintenance Contract (with spares) for preventive and breakdown maintenance of the supplied/installed equipment and its accessories in order to ensure proper functioning of the equipment. The CAMC period will start only after successful completion of Guarantee/Warranty period of the whole system of Online PM10 Analyzer as detailed in the Purchase Order.  
Comprehensive Annual Maintenance Contract (with spares): All the Executors have agreed the Comprehensive Annual Maintenance Contract (with spares) charge in the following manner:-

Name of the Equipment & Model	CAMC charge including spares for 1st year (in Rs.)	CAMC charge including spares for 2nd year (in Rs.)	CAMC charge including spares for 3rd year (in Rs.)	CAMC charge including spares for 4 <sup>th</sup> year (in Rs.)	CAMC charge including spares for 5th year (in Rs.)
Complete set of Online PM10 Analyzer with all ancillaries consisting of all the items, and requirements.					

The yearly CAMC charges shall remain FIRM & FIXED as above during the contract period. No hike in the CAMC rates during the tenure of the maintenance contract will be entertained.

Scope of Work: The scope of work under this agreement for CAMC will be as under:-

a) Comprehensive Annual Maintenance Contract with material till the end of life of Online PM10 Analyzer with all ancillaries are required which will be executed by the Supplier and the representative of the end user which will be operative only after expiry of original Warranty / Guarantee period. The initial duration of Comprehensive Annual Maintenance Contract (with spares) shall be for 05 (Five) years after expiry of Guarantee / Warranty period. After expiry of the initial contract period the CAMC may be further extended for period as deemed suitable on mutually agreed basis.

b) The CAMC shall include all jobs related to repair/Maintenance and supply of any spares required for Online PM10 Analyzer with all ancillaries set including all accessories and will include all statutory taxes and duties as admissible. The CAMC shall also include, Calibration, repair/Maintenance and any spares required, any Govt. Tax and duties if admissible. Only service tax if the same is legally leviable will be payable extra, on submission of documentary evidence.

c) The CAMC (with spares) will be effective from the day after successful completion of Warranty period. During CAMC period, the Supplier will have to pay visits as per requirement of preventive/scheduled, maintenance, norms of callibration to keep the Online PM10 Analyzer with all ancillaries in acceptable running condition. Break down calls (Unlimited) will be attended immediately after lodging of complaint with the Supplier through Phone/Fax/Person/Post/Courier/E-mail/SMS. The Complaint/Message will be send to the address/Telephone number given in this contract as well as in the supply order. The machine/complaint must be attended and rectification must be made at site within 48 hours of the receipt of information and the Online PM10 Analyzer with all ancillaries is made operational. Arrangements shall be made by the supplier to receive complaints on 24 X 7 basis.

d) The scope of the CAMC and all technical conditions pertaining to the contract shall be as under:

i. The party will provide Comprehensive Annual Maintenance Contract for Online PM10 Analyzer with ancillaries i.e. complete set including all accessories as per the following laid down terms and conditions.

ii. The comprehensive maintenance will include visits for preventive maintenance, calibration as per the requirements / norms of regulatory authority CPCB, JSPCB for any of the items of Online PM10 Analyzer with all ancillaries covered in the contract and any number of breakdown/calibrations servicing for machine deployed in BCCL. Details of those instruments are covered in the Purchase Order No. \_\_\_\_\_.

- The comprehensive maintenance will be including replacement of defective / unserviceable parts free of cost.

- The defective parts will be replaced with its equivalent quality in performance.

- The parts will be provided on exchange basis i.e. defective part will be the vender's property.

However, the party has to furnish in their service report the type number and service number (if any) of the defective parts taken out and the new parts replaced in the place of defective parts.

a) Preventive Maintenance:

The party will provide preventive maintenance as per requirement/norms at the site where Online PM10 Analyzer with all ancillaries is installed with prior intimation to GM, Areas (Different Areas/Washery as per Purchase Order) or to his representative and GM (Env) BCCL.

i. Date of preventive maintenance will be communicated by the party well in advance so that area can arrange their machine available to the party for carrying out preventive maintenance on such mutually suitable dates. ii. Preventive maintenance service will be provided by the party during working days (as per all Areas/Washery as per Purchase Order) at site where maintenance will be carried out.

b) Break down maintenance:

i. The party will attend to any number of breakdowns servicing for Online PM10 Analyzer with all ancillaries at site where it is installed.

ii. If, breakdown maintenance & calibration servicing required to be carried out by company at their service centre arrangement for to & fro transportation of the machine shall have to be made by the supplier at his risk & cost against a suitable indemnity bond.

c) Penalty clause for Comprehensive Annual Maintenance Contract:

i. BCCL will impose the penalty in case the Online PM10 Analyzer with all ancillaries and other sensors/instruments could not be made operational, at site, within the period mentioned above, i.e, 48 hours, from the day of receipt of information from GM Areas/GM Washery or GM (Environment) or his representatives at the notified office/ address/ location as mentioned by bidder or through Phone/Fax/Person/Post/Courier/Email/SMS to the address/Telephone number given in this contract as well as in the supply order.

**Rate:** an amount equal to the normal CAMC rate per day will be levied as penalty for each day for which Online PM10 Analyzer with all ancillaries and other sensors/instruments are not working. The penalty will be deducted from the running bills of CAMC.

ii. If the problem is such that it is required to be rectified at principal's site/workshop/premises 7 days period will be allowed for rectification. In this case Normal CAMC charges for additional seven (7) days period will be deducted from the bills of CAMC on pro rata basis.

If Online PM10 Analyzer with all ancillaries or other sensors/ instruments is not made available and operational in all respect after rectification from the principal's site/workshop/premises within 9 days, there will be a provision to deduct @ 2 times the normal CAMC rate per day on pro rata basis from the bills for the entire delayed period including 09 days from receipt of information.

iii. Deduction will be done for no. of days on pro rata basis calculated as no. of B/D days divided by 365 and multiplied by Comprehensive Annual Maintenance Cost.

$$i.e. \text{ Deduction} = ((\text{no. of B/D days}) * (\text{Yearly CAMC Cost}))/365)$$

Sl no	No. of Days	Penalty	Remarks
1.	First 2 days (48 hours)	No Penalty	If Attended and rectified
2.	Next 7 days (2+7=9)	Penalty for 7 days will be [Deduction = ((no. of B/D days) * (Yearly CAMC Cost)/365)]	If machine is to be rectified at principal's site/workshop/premises
3	Beyond 7 days	Deduction = 2 * ((no. of B/D days) * (Yearly CAMC Cost)/365)	If machine is not rectified beyond 9 days at stretch. Penalty to be calculated for all days.

d) The Comprehensive Annual Maintenance Contract will be with spares and fitment, maintenance, repair of the equipment will be the sole responsibility of the Supplier for which no extra charges will be paid to the supplier by Bharat Coking Coal Ltd (The Customer / Purchaser) apart from Comprehensive Maintenance Charges.

e) It will be sole responsibility of the Supplier to ensure that there is no discontinuation of the CAMC due to Change/Re-appointment of dealer etc. authorized representative of concerned General Manager of the areas/washery where Online PM10 Analyzer with all ancillaries will be used, will represent Customer/Purchaser for signing the agreement and its further renewal.



- f) The comprehensive annual maintenance contract (CAMC) involves checking of the complete system, preventive maintenance & service, emergency/ breakdown maintenance & service, calibration of analysers, repair, replacement of all defective parts of Online PM10 Analyzer with all ancillaries, software support service, supply of all spares, consumables, gases etc during entire period of CAMC for Five years.
- g) Comprehensive Annual Maintenance contract Also includes replacement of defective parts as and when required so that Online PM10 Analyzer with all ancillaries is constantly kept in perfect working order. The payment to the maintenance contractor will be regulated on the basis of actual availability of Online PM10 Analyzer with all ancillaries in fully working status.
- h) The CAMC will be for total Five years (60 months) after warranty period.
- i) The CAMC will be effective from the day after successful completion of warranty period.
- j) **All consumable items for Analyzer, UPS, Panel AC, Enclosure Box etc. will be included under CAMC.**
- k) During the CAMC period, supply of spares will be sole responsibility of the successful bidder.
- l) It will be the responsibility of successful bidder to procure and maintain adequate quantity of stock of spares (minimum 10 % spares) at convenient place in consultation with BCCL for quick replacement of damaged components/ spares.
- m) Earthing and lightening arrestors for Online PM10 Analyzer with all ancillaries and other instruments shall be maintained by successful bidder.
- n) The old spare parts which are required to be replaced by new ones or repaired ones shall be the property of successful bidder.
- o) Successful bidder shall submit service reports jointly signed by the service personal and the Nodal officer (environment) or in his absence any person authorized by CGM/GM of the area/washery for his record on monthly basis.
- p) No advance payment will be made on a/c of annual maintenance contract. CAMC charges will be paid on quarterly basis after submission and acceptance of bills.
- q) Providing 5 days on site and 2 days training at factory works on operation of Online PM10 Analyzer with all ancillaries, date recording, storage and its management to designated employees of BCCL.
- r) **Recording of visit:** Maintenance Contract holder shall maintain proper recording of visits made by the concerned service engineer from time to time indicating nature of visit, fault found, date of reported complaint and date of rectification with or without penalty charges against each break down of the equipment.

**PAYMENT TERMS:**

- a) No advance payment will be made to the supplier on account of the Comprehensive Annual Maintenance Contract. Rather, CAMC charges will be paid on quarterly pro- rata basis as per BCCL norms (within 21 Days) after submission & acceptance of the bills, along with copy of satisfactory service reports from customer's end.
- b) INCOME TAX and other taxes, if any, shall be recovered by BCCL (Purchaser/customer) as per statutory provision. TDS certificate will be given by the BCCL (Purchaser/customer) for deduction of tax.
- c) INSURANCE: It will be responsibility of the supplier to take all the insurance required for this work such as third party insurance, against accident etc. workman compensation etc. and any other insurance required for the work.
- d) After completion of preventive maintenance of each quarter, the company will submit the bill in triplicate to the HOD (Environment) or his Authorised representative, where the instruments are deployed. The payment will be made by the paying authority of the HQ after receiving certified availability of Online PM10 analyzer from Area/Washery Nodal officer (Environment).
- e) SETTLEMENT OF THE DISPUTES: All disputes or differences, whatsoever arising between the parties out of this contract shall be settled by the General Manager of the concerned Area of BCCL and whose decision shall be final and binding.
- f) The Supplier shall familiarize himself and fully comply with the provision of all the Acts/Rules/ Regulations and orders of the State/Central Government applicable to the work, payment of the Wages Acts, Workman's Compensation Acts, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same.

g) Regarding Jurisdiction of the Court, the Competent Court will have jurisdiction under which working site is situated e.g. Dhanbad, Jharkhand

During CAMC period the Supplier shall abide at all times by all existing labour, Environmental and enactment & rules made there under regulations, notifications etc. of State or Central Govt. or Local

Authorities including rules and regulations by laws that may be passed in future either by State/Central Govt. or Local Authority.

The Supplier shall keep the Bharat Coking Coal Limited (The Purchaser/Customer) indemnified in case any action is taken against the Purchaser/Customer by the Authority on account of contravention of any of the provision of any act or rules made there under pertaining to the supply, commissioning, and maintenance of the equipment(s) . If the Purchaser/Customer is caused to pay or reimburse such amount as may be necessary to cost or absorbed or for non-observance or the provision stipulated in the notification by law/act/ rules/regulations etc. if any on the part of Supplier then BCCL, the Purchaser/Customer, shall have the right to deduct any money due to the supplier including PBG. The employee of the supplier shall in no case be treated as the employee of the Bharat Coking Coal Ltd (Purchaser / Customer) at any point of the time.

IN WITNESS WHEREOF the parties have hereunto set and subscribe their respective hands and seals at \_\_\_\_\_ on the date, month and year above written.

Signed and Delivered

By the said Second Party

By the said First Party

Signature:

Signature:

Name:

Name:

Address:

Address:

In the presence of Witness

Signature:

Signature:

Name:

Name:

Address:

Address:

The following documents **are to be submitted** online on e-Procurement portal:

SN	Document	Attestation	Reference	Upload Section
1.	Letter of Bid	Duly self-attested with company's seal	Annexure-A3 of the NIT	"Letter of Bid/ Annexure-A3" packet in Cover-1 (Technical Cover)
2.	Scanned copy of EMD exemption document <i>[If applicable]</i>	Duly self-attested with company's seal		EMD Details section <i>[If applicable]</i>
3.	Scanned copy of Proof of being Manufacturer (for tendered items), i.e. Registration with NSIC / SSI / DIC / Registrar of Companies etc.) <i>[as applicable in the NIT]</i>	Duly self-attested with company's seal		
4.	In case of MSME Enterprise scanned copy of Proof of being MSME Enterprise (valid registration certificate, i.e. Copy of Udyog Aadhar memorandum, copy of Entrepreneurs memorandum certificate i.e. EM -Part-2 issued by District Industries Centre to claim their status as "MICRO" & "SMALL" Entrepreneurs. "SC" & "ST" Entrepreneurs has to submit necessary cast certificate issued by State Authorities.)	Duly certified by the Chief Executive of the Enterprise with company's seal		"Documents related to Eligibility Criteria" packet in Cover-1 (Technical Cover)
5.	In Case any Ancillary Unit of BCCL copy of Proof of being Ancillary Unit of BCCL for tendered items (valid registration certificate indicating tendered items)	Duly self-attested with company's seal		"Documents related to Eligibility Criteria" packet in Cover-1 (Technical Cover)
6.	Scanned copy of Authorization of Manufacturer to quote against the referred tender (if offer is submitted by a firm exclusively authorized by the manufacturer) <i>[If applicable]</i>	Duly self-attested with company's seal	Annexure-A4 of the NIT	"Manufacturer's Authorization Certificate/ Annexure-A4" packet in Cover-1 (Technical Cover)

7.	Authorized Agent declaration (if Bidder is Authorized Agent of Manufacturer)	Printed on bidder's letter head, duly signed with seal	Annexure-A5 of the NIT	"Authorized Agent declaration / Annexure-A5" packet in Cover-1 (Technical Cover)
8.	All documents related with provenness criteria (Manufacturer descriptive literature, technical particulars, type test certificates etc. as detailed in TPS and other documents related with provenness criteria as indicated in the NIT	Duly self-attested with company's seal		"Documents related to Provenness Criteria" packet in Cover-1 (Technical Cover)
9.	Scanned Copies of Supply Orders in support of Provenness criteria (If asked in the NIT)	Duly self-attested with company's seal		
10.	Self-Certificate for Performance of Executed Order	Duly self-attested with company's seal		"Documents related to Provenness Criteria" packet in Cover-1 (Technical Cover)
11.	MSEs or Start-up documents (If applicable & claiming relaxation from Provenness criteria) as indicated in the NIT	Duly self-attested with company's seal and notarized		"Documents related to Provenness Criteria" packet in Cover-1 (Technical Cover)
12.	MSEs or Start-up (If applicable & claiming relaxation from Provenness criteria) as indicated in the NIT	Duly self-attested with company's seal	Annexure-A11 of the NIT	"PROFORMA FOR EQUIPMENT AND QUALITY CONTROL/ Annexure-A11" packet in Technical Cover.
13.	Compliance of Provenness Criteria	Duly self-attested with company's seal	Annexure- A1 of the NIT	"Compliance of Provenness Criteria/ Annexure-A1" packet in Technical Cover.

14.	TPS -CPS: The Item-wise Technical Details containing the technical specification parameters for each tendered item will be in Excel format and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. Non-compliance of any one specification parameter of any item will disqualify the bidder in that item. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.			General Technical Details section
15.	All documents related to Technical Specification (Manufacturer descriptive literature, technical particulars, type test certificates etc. as detailed in TPS.	Duly self-attested with company's seal	Section VI of the NIT	"Other Documents" packet in Cover-1 (Technical Cover)
16.	Scanned copy of Exemption Certificate towards GST [if applicable]	Duly self-attested with company's seal and notarized		"Other Documents" packet in Cover-1 (Technical Cover)
17.	PAN, GST registration Certificate (GST Reg-06)	Duly self-attested with company's seal	Annexure-A2 of the NIT/ Other	"PAN, GSTIN" packet in Cover-1 (Technical Cover)
18.	Other Commercial Information		commercial Details	"Commercial.xls" packet in Cover-1 (Technical Cover)
19.	Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate	on bidder's letter head, duly signed with seal	Annexure- A7 of the NIT	"Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate/ Annexure-A7" packet in Cover-1 (Technical Cover)

20.	Self- certificate for local content	on bidder's letter head, duly signed with seal	Annexure- A10 of the NIT	"Self-certificate for local content/ Annexure-A10" packet in Cover-1 (Technical Cover)
21.	Mandate Form for Electronic Fund Transfer / Internet Banking Payment	Printed on bidder's letter head, duly signed with seal	Annexure- A6 of the NIT	"EFT Mandate/ Annexure-A6" packet in Cover-1 (Technical Cover)
22.	Certificate of Confirmation in respect of Corrigendum (if any)	Printed on bidder's letter head, duly signed with seal	Annexure- A8 of the NIT	"Corrigendum Confirmation / Annexure-A8" packet in Cover-1 (Technical Cover)
23.	No Deviation Certificate	Printed on bidder's letter head, duly signed with seal	Annexure-A9 of NIT	"No Deviation/ Annexure-A9" packet in Cover-1 (Technical Cover)
24.	Certificate regarding Indian Agent	Printed on bidder's letter head, duly signed with seal	Annexure- A13 of the NIT	"Certificate regarding Indian Agent / Annexure-A13" packet in Cover-1 (Technical Cover)
25.	BoQ (Bill of Quantity): The Price Bid in Excel Format will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file and upload the same.		Annexure- A12 of the NIT	"Price Bid / BOQ" in packet in Cover-2 (Finance cover).

**Important Note:**

**1. The documents which are to be submitted in "Other Documents" packet of Cover-1 (Technical Cover) should be in a single PDF file. If there is no document to submit in "Other Documents" packet, please upload a blank page in that packet.**

**2. Document must NOT BE UPLOADED IN OID (OTHER IMPORTANT DOCUMENTS) SECTION, i.e. documents uploaded from your "MY DOCUMENTS" LIST WILL NOT BE CONSIDERED as the bidder's document for this tender.** All applicable Annexure are to be uploaded in the respective file by the tenderer after signing in each page all applicable Annexures are to be uploaded in the respective file by the tenderer after signing in each page along with seal of the company.

Any document (except printed leaflets and catalogues) uploaded by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.