

WESTERN COALFIELDS LIMITED.
(A Subsidiary of Coal India Limited, a Government of India Undertaking)
CIN No. U10100MH1975GOI01826

Materials Management Department,
Western Coalfields Limited
Coal Estate, Civil Lines
Nagpur - 440 001 (M. S)



Ph. PBX: 0712 - 2511381, 2524382, 2511383
EXT 5859 or 5851
Fax : 0712 - 2510284
Website : www.coalindiatenders.gov.in
www.westerncoal.gov.in
www.tenders.gov.in
email: ammm.wcl@coalindia.in

PRE NIT MEETING

A Pre NIT meeting is scheduled for finalization of Technical Specifications / Terms and conditions for the upcoming Tender for procurement of DGMS approved Chemical Oxygen Type Self Contained Self Rescuers(SCSR)

Qty : 17752 nos

Value: Rs. 3242.00 lakhs(approx)

Date and Time of Pre NIT Meeting : 11:30am on 18-08-2017

Venue: Office of General Manager(MM), WCL, Hqrs, Coal Estate, Civil Lines, Nagpur

A draft NIT indicating the Scope of supply, Technical specifications, technical terms and conditions, eligibility, provenness criteria and commercial terms and conditions is available in WCL website (www.westerncoal.gov.in) for reference of prospective bidders.

The interested bidders may attend the meeting on scheduled date / time

For details please contact: N V Raghu Babu, Sr. Manager (MM)

Phone no: 8275970185, email: nvrbabu@coalindia.in

Chief Manager(MM)

**copy: For Publication in the leading Newspapers
For uploading in the WCL website /**

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(Only Through Electronic Tendering)
GLOBAL E-TENDER (Open) with REVERSE AUCTION
(Tender value of more than Rs. 100.00 lakhs)

Sub: E-tendering with E-price bids for Supply of DGMS approved Chemical Oxygen Type Self-Contained Self Rescuer (SCSR)
Eligible for participation by any Prospective bidder

DRAFT NIT FOR PRE NIT MEETING

Tenders are invited electronically through website. Tenders are to be submitted strictly as per guidelines furnished in the website of <http://coalindiatenders.gov.in> and hereunder:

INSTRUCTION TO BIDDERS (ITB)

1.0Tender Summary :

Tender Ref No.	WCL-hq-Pur-rb-ra-e 000 -2017-08	
Cost of Tender documents / Tender Fee	Not Applicable	
Tender Value	Rs. 3242.00 lakhs	
Mode of Tender:	E tender with e price bid with reverse auction	
Earnest Money Deposit (EMD) (To be submitted ON-LINE Only)	Rs. 10,00,000.00	
Type of tender	Global Open Tender (To be quoted in Indian Rupees only)	
Last date and time for on-line submission of Offer		up - to 11:00 AM
Due date and time for on line opening of techno-commercial& price bid of tender :		At : 11.00 AM
(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at the same time. WCL Hqrs. is working half day on all Saturdays i.e., upto 1.30 p.m.).		

2.Contents of tender documents:

1	Commercial Terms and Conditions of NIT	Annexure "A"
2	Special Terms and conditions of NIT	Annexure "B"
3	Template for Technical Parameter sheet and Technical Sheet for online submission by the bidder	TPS.xls
4	Template for Price Bid/BOQ format for online submission by the bidder	BOQ.xls
5	General Terms and conditions	Annexure- "C"
6	Format of BG for Security Deposit	Annexure-"D"
7	LIST OF DOCUMENTS TO BE UPLOADED	Indicated in Annexure "B" and TPS.
8	Format for Integrity Pact	Annexure -H

Note: Registered vendors can download the Excel-sheets of GTE (General Technical Evaluation), TPS (technical parameter sheet) and BOQ (bills of quantity) through online and upload the filled in format

online. Annexure 'A', 'B' 'C', 'D' (whichever is applicable) form the part of the NIT.

Registered vendors can download through online the formats in our website <http://coalindiatenders.gov.in>.

3.0 Requirements for Vendors:

A) P.C. connected with internet.

B) Registration with Service provider portal <https://coalindiatenders.gov.in>

C) The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)

D) In case of any clarification please contact M/s NIC, before the schedule time of the submission of bid.

Contact Person:- **Shri Ashish Khot** - 09764145705 ; ashishkhot04@gmail.com

NIC Toll free telephone no : 1800-233-7312

E) Registration / Enrollment of Bidder on e- procurement Portal of CIL: In order to submit the bid, the bidders 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 CCA and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

3.0.1 For registration, Submission procedure and method of correspondence etc. Please visit our website: <https://coalindiatenders.gov.in> and click on the relevant link for help.

3.0.2 **To obtain the Class III digital signature certificate or further details please visit our website:**<https://coalindiatenders.gov.in> **or you may also Contact:**

Shri Samiran Ghosh 09804749095/ 09175201151; samiran750@gmail.com

3.0.3 Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website <https://coalindiatenders.gov.in>. The bidders have to Log on to official website and then click on the specified links to start participating in the e-procurement process.

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

NB : (I) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site . As such , tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda , if any , will be that of the downloading parties.

(II) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have down loaded the documents from website. Please see websites i.e., <http://www.westerncoal.gov.in> or <http://www.tenders.Gov.in> or <https://coalindiatenders.gov.in>

4.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <https://coalindiatenders.gov.in/> tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.

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

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

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

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

9.0 PREPARATION OF TENDER DOCUMENTS :

9.1 TWO BID SYSTEM: The Tender Documents are to be submitted in two bid system in the following manner and shall be submitted through electronic mode only:

9.1.1 Part - I (Techno-commercial bid): This part of the offer should contain the documents and details asked for as under (in no case should contain / indicate the offered prices):

- i). **Technical Parameter sheet (TPS):** The technical parameter sheet containing the technical specification parameters for each tendered item will be in the excel format and will be downloaded by the bidder. The bidder will furnish the required information in the excel file and upload the same excel file during the bid submission. **Non compliance of any specification parameters of any item will disqualify the bidder for that item.**
- ii). TPS is to be downloaded from the e-tendering system and then the duly filled template is to be uploaded in the e - tendering system. Incomplete template /TPS or the template/ TPS not submitted as per the instructions given will be rejected.
- iii). General Technical Evaluation (GTE) template is also to filled up by the bidder online.
- iv). Scanned copies of documents as required as per requirements of the NIT and as specified in the Annexure-A, B & TPS are to uploaded as General Documents in the e- tendering system and then attached with the offer while submitting the offer online.

9.1.2 Part -II – Price-Bid/BOQ : This part of the offer should contain price portion. The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and the rates, taxes and duties offered by the bidder shall be filled in the excel file and uploaded the same excel file into cover -2 of e tendering system while submitting the offer.

The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection:-

Note :

1. Bidders are requested to upload all the attachments /documents in one single PDF File in Other Important Documents(OID) **or as indicated in the online instructions**. For Example if more than one document is to be uploaded in support of Eligibility criteria or proveness criteria or any other requirement then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID.
2. Tenderers must ensure copies of NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other Statutory documents required to be uploaded with offer should be duly attested by PUBLIC NOTARY. In case of failure to upload the documents complete in all respect duly notarized by 'PUBLIC NOTARY' the offer may be considered as non responsive.

Note : In view of the above procedure of evaluation, bidders at the time of submission of bid should ensure that their offers/templates and supporting documents are correct and strictly meet the NIT criteria.

All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by WCL as well as e-procurement service provider. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with Service Provider. Bidders are also requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative at Annexure A (Commercial terms & conditions) for communications through e- mails / SMS alerts (if any).

10.0 Notice to the bidders: All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by WCL as well as e-procurement service provider. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with Service Provider. Bidders are also requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative at Annexure A (Commercial terms & conditions) for communications through e- mails / SMS alerts (if any).

11.0 Modification & re-submission of bids:

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

b. Please note that the e-procurement system allows the bidders to re-submit their bid any number of time till the closing date and time of the tender. However, if a bidder “WITHDRAWS” his bid, he is not allowed to participate in that tender. Therefore, if the bidder wants to change his bid documents, he must choose the “RE-SUBMIT” Option in “My Bids” link in the system.

12.0 Clarifications:

The bidders may seek clarification online within the specified period, before the tender opening. His identity will not be disclosed by the system. The department will clarify as far as possible the relevant queries of the bidders. The clarification given by the department will be visible to all the bidders intending to participate in the tender. The clarification may be asked from the next date of e-publication of the NIT. The last day of seeking clarification will be 15 days before the last day of submission of bid and last day of giving clarification online will be upto 7 days before the last day of submission of Bid.

Note : In view of the above procedure of evaluation, bidders at the time of submission of bid should ensure that their offers/templates and supporting documents are correct and strictly meet the NIT criteria.

13.0 Shortfall documents:

After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the L1 bidder. For this purpose, maximum 2 chances, each of 10 days duration shall be given. **These documents shall not be relating to submission of EMD**

If the techno-commercial acceptability of L1 bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered for further processing. If the L1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained if required. This process continues sequentially till techno- commercially acceptable L1 is established.

Clarifications: No change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with WCL or submission of any additional documents, not specifically asked for by WCL, will be allowed and even if submitted, they will not be considered by the purchaser.

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

Note : In view of the above procedure of evaluation, bidders at the time of submission of bid should ensure that their offers/templates and supporting documents are correct and strictly meet the NIT criteria.

14.0 The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer will be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection.

15.0 WCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.

16.0 In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CIL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by CIL.

17.0 Anti Cartelization: Associated companies are INELIGIBLE to participate in the same tender. An affidavit to this effect should be submitted by the bidder as mentioned below.

“We hereby certify and confirm that no cartelization has been formed in the current tender. It is also certified that no associated companies / sister concerns / partnership firms / subsidiaries or any other firm related to our firm has participated in this tender”.

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

- i. ban or suspend business with the suspect bidders and cancel their bids without assigning any reason thereof and
- ii. to place order on one or more firms with exclusion of the rest without assigning any reason thereof.

The matter of cartelization or collusive bidding based on any material or circumstantial evidences

or otherwise would be decided by the IEM nominated for this tender, or by WCL(if the Pre-contract Integrity Pact is not applicable to this tender). .

18.0 Language: The language of the bid shall be English. All documents enclosed should also be in English language. In case the original document is in a different language, self attested English translation must be furnished.

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

20.0e-Procurement Process:

20.1 The bidder shall upload their bids along with all the supporting documents in the e procurement portal within the stipulated date of tender submission. EMDs are to be paid by the bidders in on-line mode, available in the system. EMD exemption documents will be uploaded as provided in the system to be verified along with bid documents

20.2 Extension of tender submission date : In case of number of bids received are less than three, initially by two days and thereafter by five days will be done automatically by the system.

However, no separate paper publication of such auto extension shall be issued.

However, in case even after granting two extensions, less than 03(three) bids are received, tender can be considered for opening.

In case no offers are received, tender will be cancelled with competent approval.

20.3 The tenderer has to upload Technical Parameter Sheet(TPS) and General technical evaluation sheet(GTE), after filling up the details as required in the templates. All the documents as required in the NIT are also to be uploaded by the bidder.

20.4 On scheduled date & time of tender opening and upon opening of the tender by the bid opening team, System automatically evaluates particulars as contained in GTE and TPS.

21.0 ~~—General guidelines and Process Flow for Tender~~

~~Tender issued, having tender value below Rs. 1.00 or shall follow tendering process as under:-~~

~~21.1 BOQ of only such bidders who have been found techno-commercially qualified as per declaration / confirmation given in TPS and GTE, which is evaluated by the e-procurement system will be opened by the system.~~

~~21.2 The prices shall be quoted in the BOQ clearly indicating CENVAT credit on Excise Duty, CVD/SAD, Service Tax, VAT set off, etc as applicable, so that it is reflected in the landed price for the purpose of arriving at the L-1 price. The column "TOTAL AMOUNT after CENVAT credit & ITC for arriving at L-1 bidder" as indicated in the BOQ shall be considered for determination of L-1 bidder (column BB of BOQ sheet)~~

~~21.3 System provides bidder details along with bid documents only at the end of tender opening process.~~

~~21.4 The status of the bidder (L-1,L-2 etc) shall be evaluated considering the price quoted in the price bid~~

~~21.5 All electronic bids submitted during the tender process shall be legally binding on the bidder~~

~~21.6 Input Tax Credit & CENVAT credit will be considered for determining the status of the bidders.~~

~~21.7 Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.~~

~~21.8 If the lowest price received during tender is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.~~

22.0 General guidelines and Process Flow for Tender cum Reverse Auction:

Tenders issued, having tender value of Rs.1.00 Cr and above shall follow reverse auction process as under;

- 22.1 Reverse Auction will be initiated after opening of price bids, as detailed above in case of normal tenders.
- 22.2 There will be no participation fees for e-Reverse auction.
- 22.3 Only such bidders - who have been found techno-commercially qualified as per declaration / confirmation given in TPS and GTE, which is evaluated by the e-procurement system - will be permitted to participate in the reverse auction.
- 22.4 Upon opening of the price bids, a reverse auction platform will be created, displaying only the item wise L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders. **System displays L1 price automatically and this L1 price will be start bid price.**

Efforts will be made to start the Reverse Auction (RA) as early as possible after opening of tender (mostly on the same day) and same will be intimated through SMS & e-mail by the e-procurement system. However, bidders are also advised to check the details in dashboard in the "MY AUCTION" tab.

- 22.5 The Prices shall be quoted in the BOQ clearly indicating GST applicable on Goods and Services, as applicable, so that it is reflected in the **landed price** for the purpose of arriving at the L-1 Price. The Column "TOTAL AMOUNT After ITC credit on GST for arriving at L-1 Bidder" as indicated in the BOQ shall be considered for determination of L-1 bidder (**Column BB of BOQ sheet**).
- 22.6 The start bid price is the landed / cost to the company price (after taking in to account ITC set off on GST., as applicable) on which the auction will be initiated. At the end of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction as per the BOQ Format.
- 22.7 The L1 bidder after the reverse auction has to upload the Breakup of Landed Prices in the shortfall documents. The complete price breakup indicating the Basic price, other components of price (if any) such as Packing, forwarding, freight, Insurance, Commissioning and Installation charges etc, GST applicable on the Goods and Services, ITC setoff on GST have to be given by the L-1 bidder in the Shortfall Documents. The detailed Break-up of offered landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The L1 bidder after reverse auction will be responsible to ensure that the landed rate as per the breakup of prices provided by him after the reverse auction and the L1 landed rate offered by him in the reverse auction is exactly same, otherwise it may be treated as withdrawal of offer and will attract penal action. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid/BOQ. In case the L1 bidder fails to submit the break-up of landed price within stipulated period, the Company will be at liberty to place order on the basis of the breakup of the e price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.
- 22.8 To evaluate the L-1 Price, of different kind of tenders, the evaluation criteria would be as under:
 - 22.8.1 **LCB (Local Competitive Bidding)** - The Price for the Reverse auction would be the **FOR Destination** price, i.e., cost to WCL, which should include all the components of Taxes and Levies applicable, Freight, Insurance etc. and taking into consideration the and Input Tax Credit as indicated above (if applicable against the tender), as per the BOQ given in the tender.
- 22.9 The decrement value will be 0.5 % of the start bid price with minimum of Rs.1/- as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof.

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 paisa 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 Rs1/- whichever is higher.

The No. of Units will be specified in the BOQ and the bidder will have to quote their rates for the no. of units specified in the “Units” Column of the BOQ.

However, WCL reserves the right to place order in our standard unit of measurement by converting the quoted units to the order units of measurement suitably.

- 22.10 Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- 22.11 System provides bidder details along with bid documents only at the end of reverse auction process.
- 22.12 If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- 22.13 BOQ Template provided with the NIT will help to arrive at "Total Cost to WCL" by the vendor, like-packing & forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax for services etc, as arrived at in the column TOTAL AMOUNT After ITC for arriving at L-1 Bidder” of the BOQ to enable them to fill-in the price and keep it ready for keying in during the Reverse auction.
- 22.14 The bid history shall reflect only the landed price after taking in to consideration the ITC on GST etc as indicated above . The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- 22.15 Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- 22.16 **Conversion Rate:** While evaluating the bids, the exchange rate captured by the e procurement system will be taken into account for conversion of foreign currency into Indian Rupees.
- 22.17 Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- 22.18 On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- 22.19 All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by WCL will form a binding contract between WCL and the bidder for entering into a contract.
- 22.20 Input Tax Credit will be considered for determining the status of the bidders.
- 22.21 Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- 22.22 If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- 22.23 In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end,

the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP.

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

23.0 ONLINE EVALUATION PROCESS:

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

23.2 Supportive documents of the bidder arrived L-1, after completion of reverse auction process shall only be evaluated by WCL.

23.3 After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder arrived L-1, after completion of reverse auction process. For this purpose, maximum 2 chances, each of 10x24 hours duration shall be given.

It is the responsibility of the bidder to upload the required shortfall documents within the specified date and time for evaluation of the offer submitted by them.

23.4 If the techno-commercial acceptability of offer of the arrived L1 bidder, after completion of reverse auction process (for the respective item(s)) is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered by WCL. If this L-1 bidder happens to be defaulter upon verification, he will be considered as Techno-commercially NOT ACCEPTABLE and the documents of the next lowest bidder arrived after completion of reverse auction process shall be downloaded for evaluation treating him as L-1 bidder and shortfall documents obtained if required. This process shall continue sequentially till techno-commercially acceptable L-1 bidder is established for that item.

23.5 Penalty for Defaulting Bidders: Following penalties shall be imposed on the defaulting bidders:

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

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

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

Note :

* The **zone of applicability** of penal provisions shall be **subsidiary 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. For OEMs, the debarring actions may not be made for their spares in order to ensure no disruption in supply of such spares.

The submission of forged document, if any, by the bidder (s), shall be dealt as per extant guidelines of the Purchase manual. **CIL Purchase Manual is available in the website** <http://www.coalindia.in>.

COMMERCIAL TERMS AND CONDITIONS OF THE NIT

(Bidders to read carefully before submitting the online tenders)

1. Bidder's commitment:

(A). By submitting the bid against his tender, the bidder shall undertake the authenticity and statement made in the bid as well as documentary support of such statement submitted with bid and also agrees to penal action by WCL as deemed fit if any commitment / confirmation is found to be false / wrong at any stage.

(B) By submitting the bid against his tender, the bidder unconditionally accepts all terms and conditions of the NIT.

2. Pre Contract Integrity Pact: (APPLICABLE FOR THIS TENDER)

Wherever applicable:-The bidders will have to upload a scanned copy of Pre Contract Integrity Pact dully filled in, signed and stamped on each page of the Pre Contract Integrity Pact enclosed as Annexure- H along with their offer, failing which offer may not be considered. The tenderer must sign and stamp all pages of 'Pre Contract integrity Pact' and positively put name and designation of the signatory and witnesses at the last page of the Integrity Pact. The Pre Contract Integrity Pact should be signed by the person authorized by the company.

The scanned copy of the above Documents should be uploaded in the Folder named "COMMERCIAL DOCS" provided in the e procurement portal.

*** Please note that the Document of Pre-contract Integrity Pact as uploaded with the tender(in Annexure-H) ONLY has to be downloaded, signed and then scanned and uploaded with the tender.**

The INDEPENDENT EXTERNAL MONITOR nominated for this tender is (If Applicable) is indicated in Annexure-B.

3. EARNEST MONEY DEPOSIT : *EMD is required to be submitted ON-LINE only.*

Earnest Money Deposit (EMD) amount as indicated at page 1 of the NIT should be furnished through ONLINE mode only. For online payment of EMD bidder has to select the option "Axis Aggregator Bank Net Banking"

- i. In INR i.e in Indian Rupees:- The value of the Earnest Money Deposit (EMD) to be submitted by the tenderer shall be as mentioned on the first page. The EMD submission of overseas bidders shall be in any freely convertible International currency equivalent to EMD amount in INR as per NIT.
- ii. The amount of EMD has to be paid at least 2 days before the due date and time for submission of online offer, failing which the freezing of online bid may not be successful.
- iii. The requisite EMD amount need to be submitted online ONLY through e-procurement portal by "Net Banking"/ or through NEFT by generating challan from e-procurement portal.
- iv. In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. CIL e-Tendering portal, www.coalindiatenders.gov.in, facilitates online transaction for all major banks.
- v. In case of 'NEFT', EMD may be deposited through the challan generated by the system to the designated Bank A/c.
- vi. The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.
- vii. Freezing of Bid can be done only after completion of EMD submission process.
- viii. The value of Earnest money to be deposited by the tenderer shall be as mentioned in the NIT.
- ix. For the unsuccessful tenderer, the Earnest money shall be refunded immediately after finalization of tender. The EMD shall be forfeited if the bidders withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.
- x. Tenders not submitted along with requisite EMD and are not eligible for exemption will be considered as unresponsive and will not be considered further.
- xi. For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.

- xii. The Company shall not be responsible for any delay on part of the bidder in submission of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.
- xiii. In case of exemption of EMD, the scanned copy of documents in support of exemption will have to be uploaded by the bidder during bid submission.
- xiv. The EMD of unsuccessful bidders will be refunded immediately after bidder is declared unsuccessful.
- xv. EMD shall be forfeited, if any tenderer withdraws their offer before finalization of the Tender or fails to submit order acceptance within 15 (fifteen) days from the date of order.
- xvi. For successful bidders, EMD shall be refunded after deposition of Security Deposit.
The EMD of unsuccessful bidders will be refunded through e- payment, immediately after the bidder is declared unsuccessful. The bidders have to upload their Bank details / Mandate Form for e- payment along with EMD.

3a. Exemption of EMD :

The following tenderers / firms are eligible for exemption of EMD.

a) Valid DGS&D/ NSIC registered (for the tendered items) firms. The DGS&D / NSIC registrations should be valid on the date opening of the tender. The firms should upload the scanned copies of NOTARY attested DGS&D / NSIC registration certificates along with the techno commercial bid.

b) State / Central Government organizations / Public Sector Undertakings. The firms should upload the scanned copies of registration certificates along with the techno commercial bid.

c) WCL Ancillaries for the tendered items. The firms should upload the scanned copies of registration certificates along with the techno commercial bid.

d) Micro and Small Enterprises registered with **Udyog Aadhar** or 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 MSME for tendered items.

Firms will have to submit Notarized (public Notary) valid copy of their registration certificate for claiming the exemption. The certificate should clearly indicate that firm is a Micro and Small Enterprises. Firms should upload the scanned copy of Notary attested valid registration certificate with above authorities along with techno-commercial bid.

In case it is an enterprise wholly owned by Scheduled Caste (SC) or Scheduled Tribe (ST) then SC or ST will have to submit a copy of necessary caste certificate issued by State Authority as per Law duly notarized by Public Notary. Firms should upload the scanned copy of Notary attested above valid certificate with techno-commercial bid.

4. SECURITY DEPOSIT :

The successful tenderer shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract without having any ceiling, within 15 days time from the date of supply order to the Direct Demanding Officer.

The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra)

·The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields ltd shall be in paper form as well as issued under “Structured financial messaging system”. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c
Materials Management Wing
Western coalfields ltd HQ
Coal Estate, Civil lines
Nagpur – 440001
Maharashtra

Any extension / amendments to the BG shall be done following the same procedure as above.

In case the successful tenderer fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

For orders of value below Rs. 1,00,000 Security Deposit will not be applicable.

4a. EXEMPTION OF SECURITY DEPOSIT :

DGS&D registered (for the tendered items) firms/State/Central Govt. Organization/PSU are eligible for exemption from Security Deposit.

For this purpose, DGS&D registered (for the tendered items) firms will have to submit the notarized and self attested copies of the DGS&D registration indicating the items registered for. State/Central PSU/Department will upload a self-certified declaration on their letter head.

At present NSIC registered firms are not exempted from Security Deposit. However If any valid NSIC registered (for tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission Security Deposit, they may be considered for exemption from SD. Please note that the document submitted for exemption from SD must indicate explicitly that the bidder is exempted from Security Deposit.

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

5. ELIGIBILITY CRITERIA :

Tenderers who meet the provenness criteria as per Annexure-B of the NIT are eligible to quote.

In case the tenderer is a manufacturer, the full address of works with SCANNED NOTARISED COPY of their valid registration with Udyog Aadhar /NSIC / SSI / DIC / DGS&D / Registrar of Companies etc. in their own name is to be uploaded with the offer.

5.1 IN CASE, AS A MATTER OF POLICY, any Manufacturer(s) does not market their product(s) directly

5.1.1 Then such manufacturer(s) may submit their offer along with documents for their being manufacturer as specified in clause 5 above, through their Authorized Marketing outlet. In such case authorization certificate (duly attested by PUBLIC NOTARY) valid on due date of tender opening OR authenticated authority letter (scanned copy of original letter specifying the tender reference) in the name of tenderer from manufacturer for the tendered items should be uploaded by the tenderer along with the offer, failing which the offer will stand rejected.

5.1.2 In case of goods of imported origin, authorized Indian Agent/*Dealer/ Distributor* of foreign manufacturers are also authorized to quote along with authenticated authority letter (scanned copy of original specifying the tender reference) in the name of tenderer from foreign manufacturer or their Marketing outlets/ Indian entities. In absence of such authority / reference the offer shall be ignored.

5.1.3 Further, if the authorization is issued by marketing outlets/Indian entities, the documents to establish the relationship with the foreign manufacturer are also to be submitted with such authorization.

5.1.4 For the items where CENVAT credit is available to WCL: Authorized Dealers of Manufacturers in India, whose Principal does not come within the purview of ED, have to upload a declaration from the Principal Manufacturer that ED is not applicable to them, giving the reason for the same.

Similarly, for the imported items quoted in Indian Currency, if CVD is not applicable on the offered item, the Bidder will have to upload documentary evidence to establish the same.

If the bidder does not upload the certificate / document as indicated above, they will have to be registered with Central Excise department as First/ Second stage dealer for passing on the CENVAT credit to WCL.

Alternatively, they can also confirm through an undertaking on their letterhead that the CENVATable invoice shall be issued by their Principal directly in the name of WCL to enable claim of CENVAT credit.

5.1.5 Bidder has to upload the documents as indicated above (as applicable) along with the offer.

6. VALIDITY OF THE OFFER:

The offer should be kept valid for 180 days (One Hundred & Eighty days) from the date of opening of tender (part A) as specified. Withdrawal of tender within the validity period is not permitted.

7. Firm Prices:

Prices offered should be Firm. Offers with variable prices will be considered as non-responsive.

8. “F O R” DESTINATION SUPPLY:

The prices quoted should be for delivery on FOR destination basis only up to the Consignee Stores. The safe arrival of the consignment upto the destination stores shall be the responsibility of the vendor. Prices are to be quoted in the format of BOQ (Price Bid) Template. If Freight, P&F, Transit insurance or any other element of total offered price is indicated as “0.00” (NIL), it shall be considered to be included in the quoted prices.

9. Liquidated Damages Clause :

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

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

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

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

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

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

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

10. Force Majeure Condition:

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

11. Risk Purchase Clause:

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

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

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

12. Price Certificate By uploading the tender the bidder undertakes as under:

"Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the

lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer.”

13. Warranty Guarantee Clause: As per Annexure-B.

In case of any failure under warranty, it will be the responsibility of the supplier to collect the items failed under warranty and deliver the replacement / Repaired item(as per warranty /guarantee terms) Free of Cost up to the user/ consignee end.

14. Performance Bank Guarantee (PBG): As per Annexure-B.

14.1 Successful tenderer will have to submit performance bank guarantee for specified value valid for a period minimum 6 months over and above the guarantee period and CAMC (if applicable), from the date of supply.

14.2 For Offers in INR: For arriving at the value for Performance Bank Guarantee to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties applicable, to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.

14.3 The Performance Bank Guarantee shall be released after receipt of satisfactory performance and no claim certificate from the user department.

15. TAXES AND DUTIES APPLICABLE: Goods and Services Tax(GST) shall be applicable as per provision of GST Act 2017

15.1 Whenever the bidders mentions that taxes are payable extra, the current amount (in Rs./Unit) of GST as applicable will be *indicated in the BOQ.*

15.2 **GST:** GST if applicable will be payable extra as per prevailing rules against invoice raised as per GST laws. Submission of proper tax invoice in compliance of relevant GST Act, rules and notifications there under.

WCL avails Input Tax Credit for the goods/services, wherever available.

Tenderers are therefore advised to quote GST applicable on Goods and Services separately. While comparing the quoted prices, Input Tax credit shall be taken into consideration and comparison will be made accordingly. Bidders on whom orders are placed should submit tax invoice as per GST Laws at the time of supply of material where ever ITC is applicable on GST. It is mandatory for all suppliers to mention the GSTIN (if applicable) and HSN code under which the offered item fall as per GST tariff in the invoice as per laws / rules.

Similarly, the bidders quoting for the imported items in Indian Currency are also required to be registered with GST Department so as to able to pass-on the ITC credit to WCL.

If lower rate/ amount of ITC credit is available in the GST compliant invoice at the time of supply, the difference will be deducted from their bills.

15.3 GST on Services: The bidder has to indicate the GST as applicable on Services , in the relevant column in BOQ/Price Bid

15.4 By uploading the offer against this tender the bidder undertakes as under with respect to taxes and duties:

“It is to certify that whatever information / details / documents have been furnished by the bidder against this tender, or shall be submitted with the supplies/invoice with respect to GST / Input Tax Credit, are correct or will be correct. In case of any default, we undertake to indemnify WCL for any loss arising out of such default.”

In case, any credit, refund or other benefit is denied or delayed to WCL due to any non-compliance by the supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to Government)or due to non furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse WCL the loss to WCL

All the bidders have to quote their GSTIN and submit the GST registration certificate along with the other documents as required / sought in NIT.

16. Payment Terms: Please see Annexure-B.

NO OTHER PAYMENT TERMS WILL BE ACCEPTED.

17.EFT Payment: WCL is making payment of supplier's bills through Electronic Fund Transfer (EFT). Bidders are therefore, advised to indicate their Bank Account number and other Bank Details in their offer.

18. Price Bid terms and conditions:

18.1.1 For indigenous bidders, the price shall be quoted on FOR destination basis with GST applicable extra and to be indicated separately. WCL shall avail the Input Tax Credit on the GST for the tendered item

18.1.2 Conditional discount, including quantity discounts, shall not be considered. If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder

19. Method for arriving at the total composite evaluated price (landed cost) :

The bidders shall quote the Basic price on FOR destination basis without GST. However the applicable rates of GST shall be clearly indicated in the techno commercial bid.

Pre-despatch Inspection charges shall not be added to the price while evaluating the landed price for determination of L1 bidder. However, same (if applicable) will be reimbursed at actual by WCL against documentary evidence.

For indigenous offer, unless otherwise specified by the bidder, evaluation of bids shall be made taking the rates of GST as indicated by the bidder in the BOQ.

Please note that if any amount is indicated in the Input Tax credit Column for the items where ITC is not available to WCL, the same shall be treated as discount for the purpose of placement of order, if the bidder becomes the successful bidder.

The evaluation of the Landed Cost(Cost to WCL) for the purpose of determining the L-1 bidder shall be done as under:

Quoted on GST Extra

Basic Price+ P&F (If quoted extra)+ freight (If quoted extra)+Insurance (If quoted extra) +GST (as applicable for goods) + Installation and commissioning (if applicable & quoted Extra)+GST(as applicable for Services) – Input Tax credit on GST applicable on goods – Input Tax Credit on GST on services = **Landed Cost (i.e., Cost to the Company)**

Please note that only absolute values (per unit) shall be indicated in the BOQ

Bidder shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules.

20.DELIVERY SCHEDULE: Please see Annexure-B.

21. Inspection:

The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods/make alterations necessary to meet the specifications free of cost to the purchaser. The items will be inspected at final destination. However, manufacturers standard test certificates indicating conformation to the specifications of the order should be submitted along with supplies, if applicable.

22. PAYING AUTHORITY:

Please See Annexure-B .

23.CONSIGNEE :

Please See Annexure-B .

24. SUBMISSION OF BILLS:

For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order *to the consignee*.

i). Pre-receipted and stamped Invoice (GST compliant invoice as per GST Rules)..

- ii). Packing list in original list giving details of bill of materials, if applicable.
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). Warranty / Guarantee certificate, if applicable.
- v). Manufacturers test certificate, if applicable.
- vi). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- vii). Any other document as specified in the Order.

In case of Supply of spares is to be arranged after importing ordered items in “Original Packing” (Original packing would not be applicable for items which are shipped in open condition in containers etc.), following import documents are required to be submitted with each supply for acceptance of supplied spares to WCL:

- a) Self attested copy with original Principal’ invoice / packing list
- b) Self attested copy with Bill Lading / Airway bill
- c) Self attested copy with original Bill of entry
- d) As per contractual requirement (if any) warranty / guarantee certificate
- e) Certificate of origin

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

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

25.AUDITOR’S CERTIFICATE:

Indigenous bidders, willing to quote items imported by them and offering to sell in INR shall have to submit an auditors certificate with the bills that Customs Duty has been paid as per prevailing customs rates and refund, if any, shall be passed on to WCL. By submitting the offer against the tender, the bidder agrees to compliance of this clause.

26.BANNED OR DELISTED SUPPLIERS: The bidders should give a declaration that they have not been banned or de listed by any Government or quasi- Government agencies or PSUs. If a bidder has been banned by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

If this declaration is not given, the tender shall be treated as non responsive.

27.PURCHASE PREFERENCE:

a) Purchase preference will be applicable to ancillary units of WCL as per existing ancillary policy of WCL. For details in respect of ancillary units and their items as well as ancillary policy of WCL, website (<http://www.westerncoal.gov.in>) may be referred.

b) Micro and Small Enterprises (MSEs) registered with Udyog Aadhar / District Industries Centers or khadi and village Industries Commission or khadi and village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries Corporation shall be entitled for Purchase Preference if the price quoted by the MSEs is within 15% of L- 1 price (L-1 price means Landed Lowest price) quoted by bidder, for the tendered items for which they are the L-1.

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

In case MSEs is the L-1 bidder for an item, order for 100% of the offered quantity shall be placed on MSEs firm. However, if an MSE owned by SC/ST is within 15% of the L-1 price quoted by the L-1 bidder then 20% quantity shall be ordered on them at L-1 rate, subject to their acceptance.

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

In case more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other than MSEs than 20% of the tendered quantities shall be distributed proportionately between participating MSEs on their acceptance of L- 1 price.

In case more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST than 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from MSEs owned by SC or ST entrepreneurs

subject to their acceptance of L-1 price besides distribution guideline laid above.

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

c) **Exclusive Procurement from MSEs:** A list of 358 items has been circulated with MSME Act for exclusive procurement from MSE's. Procurement of these items shall be reserved for exclusive purchase from MSEs only. Updated list of items reserved for MSE's can be viewed from the MSME web-site.

28. CERTIFICATE OF AUDITOR FOR DOMESTIC MANUFACTURER:

*(to be uploaded by all bidders- Applicable for tenders where only Indian Manufacturers are eligible to participate in the tender): **Not Applicable***

29. BUYERS' RIGHT TO DECIDE THE TENDER:-

WCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reasons thereof.

30. Quantity Variation:- The tendered quantity is tentative and WCL reserves its right to increase the tender qty by 20% or reduce the tender qty as per actual requirement before opening of the price bid.

31. General Terms & Conditions:- This NIT shall also be governed by the General Terms and conditions of supply of stores (Annexure E) enclosed. All these terms and conditions shall be also be applicable, unless and otherwise specified in this NIT.

32. Deviation: The offers with any deviations to the NIT Terms and conditions may be liable for rejection.

33. Arbitration (*Applicable only to the Public Sector Undertaking/CPSEs / Government Department / Bank / Port Trust bidders only and not to other bidders*):-

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

34. Provisions of CIL Purchase Manual: Provisions of Coal India Purchase Manual alongwith its subsequent amendments and e-procurement guidelines shall be applicable to this tender. CIL Purchase Manual along with its latest amendments are available in the website <http://www.coalindia.in>.

35. Child Labour:

As per Mines Act Child labour is prohibited. As such any bidder, who engages child labour in the manufacturing process as well as in the Supply Chain, is not allowed to participate in the tender. By submitting the offer against this tender, Bidder confirms compliance of this clause.

36. Jurisdiction:-

All disputes shall be subject to the jurisdiction of Nagpur court only.

37. Contact Persons: In case of any specific clarification required in this tender, following executives may be contacted:

- 1) Shri. CR Samantray - Chief Manager(MM) Phone no: 0712-2511381-Extn -5538, Fax no: 0712-2510284, crsamantray@coalindia.in
- 2) Shri. N V Raghu Babu Sr Manager (MM)- Phone no: 0712-2511381 Extn -5588, Fax no: 0712-2510284, nvrbabu@coalindia.in

For & on Behalf of WCL

Sr Manager (MM)

Chief Manager (MM)

ANNEXURE “B”
SPECIAL TERMS AND CONDITIONS OF NIT

(Bidders should read carefully before submitting the online tenders)

1. SCHEDULE OF REQUIREMENT :

Sl.No.	Description	Qty.
1	DGMS Approved Chemical Oxygen Type , Self-Contained Self Rescuers (SCSR) for 30 minutes duration.	17752 Nos.

2.	<u>Technical Specifications of Chemical Oxygen Type Self Contained Self Rescuer (SCSR)</u>
Sr. No.	Description
2.1	<p>SCSR must have valid DGMS approval for use in underground mines of all degree of gassiness and fiery seams and shall comply with DGMS (Tech.) Circular No. 08 dt. 27.10.2008, Circular No. 08A dated 18.12.2008 and Circular No. 08 dated 28.09.2015 with latest amendments if any.</p> <p>A copy of all the previous approvals and extensions from DGMS should also be submitted.</p> <p>The validity of DGMS Approval shall be considered on the date of opening of bid / tender.</p> <p>Valid DGMS approval shall be maintained throughout the service life of the SCSR from the date of commissioning. If DGMS approval lapses or is withdrawn, WCL will have the right to recover the value of the SCSR in comparison of the balance life from the date of lapse or withdrawal of the DGMS approval.</p>
2.2	The DGMS approval number shall be marked clearly, legibly and indelibly on every SCSR supplied.
2.3	<p>Following information shall also be marked in clear, self explanatory and indelible way on the outer container of the SCSR .</p> <p>(a) Name and trade mark of the manufacturing company,</p> <p>(b) Type & model name,</p> <p>(c) Month & year of manufacturing in “mm/yy format” along with shelf life and service life,</p> <p>(d) Batch No. and identification or Serial No. of the SCSR.</p> <p>(e) Rated/nominal duration of the self rescuer ,i.e., thirty (30) minutes</p> <p>(f) Mass of the unit at the time of manufacture.</p>
2.4	<p>The manufacturer and their authorized representative shall jointly ensure provision of the following amenities, to cover all the mines where the apparatus has been supplied:</p> <p>(a) adequate arrangement for after sales service and maintenance of the apparatus,</p> <p>(b) adequate facilities for training on use & care of the apparatus and</p> <p>(c) prompt supply of spares.</p>
2.5	Any complaint from WCL shall be expeditiously attended to.
2.6	<p>Every consignment of “Self-rescuers” shall be supplied with the following:</p> <p>(a) A certificate, from the manufacturer, to the effect that the units being supplied are identical in construction and performance to the samples, which were officially tested for DGMS approval.</p> <p>(b) A certificate, from the manufacturer, to the effect that the units being supplied have been tested and found suitable for use.</p> <p>(c) A copy of DGMS approval letter.</p> <p>(d) Every apparatus shall be provided with a bi-lingual (in English & Hindi) booklet on its use and Maintenance with complete information on the following points:</p> <ol style="list-style-type: none"> 1. Application and limitation(s), 2. Maximum surface temperature during use,

	<p>3. Checks prior to use, 4. Use care and maintenance, 5. Inspection intervals and, 6. Tips on storage.</p>
2.7	The SCSR must conform to IS:15803:2008. A certificate of compliance to full BIS standards from any of the approved / accredited laboratories in India shall be submitted.
2.8	The rated duration of SCSR shall not be less than 30(Thirty) minutes.
2.9	The SCSR must be fitted with a quick starter system to generate 5-6 litres of oxygen in the breathing bag on opening of the apparatus before use.
2.10	A suitable leak tightness indicator for daily visual check shall also be provided in SCSR.
2.11	Mass of the complete apparatus including carrying container shall not exceed 2.5 kg.
2.12	SCSR should have minimum 10(Ten) years service life in case of single shift per day carry by the persons required to work, supervise or visit belowground workings on his belt whenever he goes or works.
2.13	Each apparatus shall be supplied with a belt/ harness to allow quick, easy and correct donning of the apparatus without assistance.
2.14.0	<p>Sampling and Testing :-</p> <p>(a) Before a batch of SCSR is put into service , 3% samples, subject to minimum 12 units, for every batch of supply shall be drawn at random for testing by joint sampling team comprising of representative from manufacturer /supplier and users at the user's site.</p> <p>(b) Fifty percent (50%) of the above drawn sample (subject to a minimum of 6 units) shall be sent to any of the approved /accredited laboratories for full bench test as per IS:15803:2008 and rest of the sample units shall be subjected to practical performance test as per IS:15803:2008 for the rated duration and the users comfort at the Rescue Station.</p> <p>(c) The batch of supply for which all the test results of the samples (100%) are found satisfactory shall only be accepted. In case of unsatisfactory test result even of single sample, either at the laboratory or in the practical performance test, the entire batch of supply shall not be accepted for use.</p> <p>(d) The cost of testing of SCSR as per IS:15803:2008 at any of the approved / accredited laboratories and transportation charges to the accredited laboratory shall be borne by the manufacturer / supplier.</p>
2.14.1	<p>Testing after issue at the belowground mines:</p> <p>Every SCSR on roll of the mines shall be subjected to Leak Tightness Test at least once in a quarter by a competent person duly authorized by the Manager for the purpose, in a manner as prescribed by DGMS.</p> <p>The bidder shall supply the Leak Testing Machine free of cost at a scale of one machine for every 200 SCSRs' or part thereof (Total 89 numbers), along with test certificate from any Govt. Test House/ Manufacturer about the effectiveness of the Leak Testing machine.</p> <p>Manufacturer / supplier shall replace free of cost the total number of SCSRs which were found unsatisfactory after above tests within two months from the date of failure</p> <p>The leakage Testing Machine shall also be warranted for TEN YEARS and in case of breakdown / malfunctioning, the same shall be repaired/ replaced by the Supplier/Manufacturer of SCSR free of cost.</p>

2.14.2	<p>Functional Ability Testing :-</p> <p>(a) One percent of total units of a particular make and type of SCSR under service shall be drawn randomly every year for tests subject to a minimum of one unit of each make and type for functional ability at any of the approved /accredited laboratories as per IS:15803:2008.</p> <p>(b) In case of unsatisfactory test result(s), during the above functional ability test all SCSRs of the batch whose sample had failed shall be immediately withdrawn from the use.</p> <p>(c) The cost of testing of SCSR as per IS:15803:2008 at any of the approved / accredited laboratories and transportation charges to the accredited laboratory shall be borne by the manufacturer / supplier.</p>
2.14.3	<p>Manufacturer/ supplier shall replace free of cost the entire batch of SCSRs which will be found unsatisfactory after above tests within two months from the date of failure. WCL will have the right to encash the PBG proportionately to recover the cost of rejected SCSR from the manufacturer / supplier in case of failure to replace them free of cost within two months.</p>
2.15	<p>Video Clippings, audios and posters on use of SCSR and at least 890 number of dummies, shall be supplied by the supplier free of cost for training of below ground workers.</p>
2.16	<p>The Supplier/ Manufacturer shall Impart training to trainers and person required to issue and maintain SCSR free of cost.</p>
3	<p>OTHER SPECIAL TERMS:</p>
3.1	<p>Payment Terms: a. For initial supply of 25% of the order quantity</p> <p>100% Payment will be made within 30 days from the date of receipt of satisfactory laboratory test report and practical performance test report as per Clause-B of DGMS(Tech.) Circular No.08 dt. 27.10.2008, DGMS(Tech.) Circular No.08A dt. 18.12.2008 and 8 dated 28.09.2015(clause 2.14.0) and against receipt of acceptable Performance Bank Guarantee for 100% value of the materials supplied valid for a period of 15 months.</p> <p>After one year the bidder has to submit the PBG for 15% of the value of the 1st phase supply valid for a period of 9 years and 6 months</p> <p>b. For remaining quantity (75% quantity to be supplied in 2nd phase)</p> <p>80% Payment will be made within 30 days from the date of receipt of satisfactory laboratory test report and practical performance test report as per Clause-B of DGMS(Tech.) Circular No.08 dt. 27.10.2008, DGMS(Tech.) Circular No.08A dt. 18.12.2008 and 8 dated 28.09.2015(clause 2.14.0) and against receipt of acceptable Performance Bank Guarantee for 15% value of the materials supplied (each supply) as per PBG Clause valid for 10 years and 6 months.. The balance 20 % payment shall be released subsequent to testing of this supplied quantity as per clause 2.0 of DGMS(Tech.) Circular no. 8 dated 27.10.2008 after one year of putting into use.</p>
3.2	<p>Provenness Criteria:</p> <p>The SCSR to be offered by the manufacturer/supplier shall be considered proven provided the type and model of the SCSR must have been supplied in the past to the Mining Industry and / or to the other Industries (Private or PSU/Government-Indigenous or Global) and performed satisfactorily for a period of not less than one year from the date of putting in to use.</p>

<p>3.3</p>	<p>Delivery Schedule/Requirement: A quantity of 25 % of the ordered quantity should be supplied within 60 days from the date of order. These will be subjected to laboratory test and practical performance test as per the Clause-B of the DGMS(Tech.) Circular no. 8 dated 27.10.2008 as well as DGMS(Tech.) Circular no. 8 dated 28.09.2015.(clause 2.14.0). These will be deployed in mines for a year during which they will have to comply with tests under clause A of DGMS(Tech.) Circular no. 8 dated 27.10.2008. Testing of this supplied quantity will be tested as per clause 2.0 of DGMS(Tech.) Circular no. 8 dated 27.10.2008 after one year of putting into use.</p> <p>Subject to satisfactory performance of supplied 25% quantity, clearance will be given for supply of remaining quantity .</p> <p>Balance 75% of the order quantity shall be supplied within 4 months from the date of issue of clearance to supply.</p> <p>Maximum 1500 nos. of SCSR's of one batch will be supplied against the order.</p> <p>Minimum 5% Dummies and minimum 1 Leakage testing machine for every 200 SCSR shall be delivered in proportion alongwith the batches.</p>
<p>3.4</p>	<p>Guarantee/Warrantee: Manufacturer/supplier shall undertake the guarantee of SCSR for Service Life of 10 years (Ten years) (clause 2.12) from the date of receipt and acceptance after sampling & testing as per Clause B of DGMS (Tech.) Circular no.08 of 2008, 8A dated 18.12.08 and 8 dated 28.09.2015.</p> <p>If SCSR fails within Guarantee / Warranty period, from the date of acceptance, supplier shall replace free of cost the SCSR within two months (clause 2.14.1 & 2.14.3) or in case of failure to do so, WCL will have the right to recover the cost.</p> <p>In case, the amount to be recovered falls short from PBG amount, the bidder will have to pay the balance amount and in case of failure of the bidder to refund the amount, WCL reserves the right to recover it from the pending bills and other dues in WCL/other subsidiaries of CIL.</p>
<p>3.5</p>	<p>3.5- Performance Bank Guarantee (PBG) :</p> <p>For 1st phase supply (25% of the order quantity), the supplier has to submit PBG for 100% of the landed value of the materials supplied, which shall be valid for a period of 15 months from the date of supply.</p> <p>After 1 years of supply of the 1st phase supply and after ascertainment of the performance of the 1st phase supply, the supplier shall submit the PBG for 15% of the landed value of the materials supplied in 1st phase, which shall be valid for a period of 9 years and 6 months. After submission and acceptance of this PBG, the initial PBG for 100% value shall be released.</p> <p>For 2nd phase supply (75% of the order quantity) the supplier has to submit PBG for 15% landed value of the material supplied(each supply) which shall be valid for a period of 10 years 6 months from the date of supply along with the supplies, which may be extended if required.</p> <p>PBG shall be released or en-cashed in part or full on the basis of the performance of the contract.</p> <p>In case the Bankers do not provide the validity at a stretch, then the bidder will be required to give/ upload an undertaking /affidavit on a non-judicial stamp paper of Rs. 100 value that they will get the validity of the PBG extended from time to time well in advance (three months) to cover the entire service Life period of 10 years and also that for the failure of the supplier to extend the PBG at least one month before its</p>

	expiry, WCL will have the right to encash the same. The PBG shall be released after satisfactory completion of the Service Life of the Product as per the contract.
3.6	Consignee: Depot Officer, Area stores Silewara, WCL, Nagpur Area PO: SILEWARA COLLIERY Dist. Nagpur (M.S.) Pin:441 109 , GSTIN no 27AAACW1578L1ZW
3.7	Paying Authority: General Manager(Finance), WCL, Coal Estate, Civil Lines, Nagpur-440001.
3.8	Documents to be uploaded along with the offer:
3.8.1	Documents for Eligibility Criteria as specified in Clause 4 of Annexure-AA of the NIT.
3.8.2	Documents for Provenness Criteria as specified in Clause 3.2.
3.8.3	Notarized and Self attested copy of DGMS Approval as per Clause 2.1.
3.8.4	Undertaking for maintaining the DGMS approval throughout the service life of the SCSR as per Clause 2.1 on the letter head of the bidder.
3.8.5	Notarized and Self attested copy of Certificate of compliance of SCSR to IS:15803:2008 as per Clause 2.7
3.8.6	Guarantee Certificate for the service life of the SCSR as per Clause 2.12 on the letter head of the Manufacturer of the SCSR.
3.8.7	Any other Documents as required in Annexure-AA and Annexure-BB of NIT.

3. **INSPECTION AT CONSGINEE END:** Inspection of the consignment shall be carried out at the at the consignee stores by the authorized representative of GM(Rescue) MRS, Nagpur.

4. **Inspecting / Performance certifying authority:** For the purpose of inspection and acceptance of the materials supplied, for certifying the satisfactory practical performance test reports, for confirmation of Satisfactory Performance in case of Performance Bank Guarantee, for claiming of any Warranty Claims and for performance monitoring of the equipment during the Service Life , GM(Rescue), MRS, Nagpur shall be the Nodal Authority.

After deployment of the units at mines, Area Safety Officers of the respective Areas will be the nodal officer for their respective Areas for maintaining the records and certifying the performance and all such reports / documents shall be routed through GM(Rescue)

5. DOCUMENTS TOWARDS COMMERCIAL TERMS AND TPS:

1	Documents for claiming exemption of EMD as per Clause 3a of Annexure-A, IF APPLICABLE.
2.	Documents for claiming exemption of SD as per Clause 4a of Annexure-A, IF APPLICABLE.
3.	Documents as required in the Clause 2 & 3 (Eligibility & Provenness Criteria) of Annexure-B.
4.	Documents as required in Clause 15(Taxes and Duties) of Annexure-A, IF APPLICABLE.
5.	Other documents as indicated in the NIT/ Technical Parameter Sheet(TPS)
6.	Documents as required in Technical Parameter Sheet(TPS) in support of provenness criteria indicated in the TPS and in Annexure-B clause 3.

6. Pre-contract Integrity Pact: Applicable.Independent External Monitor nominated for this tender is
Shri A.K.Bajaj,A-167,Defence Colony,New Delhi-110024

Shri. A K Mohapatra, IFS(Retd), Qrs. No. B-5/9, Unit-9, Bhoi Nagar, Bhubaneswar- 751022

7. Input Tax Credit :WCL shall avail Input Tax Credit against GST

N V Raghu Babu
Sr Manager(MM)

C.R.Samantray
CM(MM)

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES
1. Definition;

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

- xvii. “Contract” means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
 - xviii. The term “SUPPLIER” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
 - xix. “CONTRACT PRICE” shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
 - xx. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
 - xxi. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 - xxii. The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 - xxiii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
 - xxiv. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
 - xxv. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 - xxvi. The term PARTICULARS shall mean the following :
 - a. Specification
 - b. Drawing
 - c. Sealed pattern denoting a pattern sealed and signed by the inspector
 - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - f. Proprietary make denoting the product of an individual manufacturer
 - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- 1. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - 2. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 - 3. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - 4. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - 5. UNIT & QUALITY means the unit and quantity specified in the schedule.
 - 6. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
- 1. The consignee at his premises or

2. Where so provided the interim consignee at his premises or
3. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
4. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the female gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

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

(b) Address to which communications are to be sent

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

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

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
- ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted. The prices should be inclusive of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.
- iii. The price must be stated separately for each item on unit basis.
- iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
- v. The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.
- vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
- vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.
- viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.
- ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

- x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.
- 8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.
- ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.
- iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

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

6 Change in a Firm

- 4 Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.
- 5 On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.
- 6 If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10.(a) Consequence of Breach

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

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

11. Use of raw materials secured with Government assistance

- a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.
 - 1. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies
 - 2. Shall use such material economically and solely for the purpose of the contract
 - 3. Shall not dispose of the same without the previous permission in writing of the purchaser; and
 - 4. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of

the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

- b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.
- c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

7. The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL and / or its subsidiary companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price
- Price shall include:
- i. The service that will be rendered by them as manufacturer's agent
 - ii. The name and address of agents, if any, in India, and
 - iii. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. Earnest Money/ Security Money:

a) The value of Earnest Money to be deposited by the tenderer should be **2% (Two Percent)** of the value of the estimated cost tendered for **or Rs.10,00,000/-** (Rupees ten Lakhs only) **whichever is lower.**

Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of " Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie **PART – "A" of the**

bid. For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.

b) In case of Security Deposit , two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank Guarantee of any scheduled bank** shall be **10% (Ten Percent)** of the value of the awarded contract (**LANDED VALUE**) without having any ceiling.

For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG required. However, in such case the amount of PBG should not be less than **10% (Ten percent)** of **landed value of order**.

c) Valid **DGS&D / NSIC** registered (**for the tendered items**) firms on producing documentary evidence i.e. **NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from submission of EMD / security Deposit. However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of the order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries (**for the tendered items**) are exempted from payment of Earnest Money / Security Deposit.

f) For procurement value less than Rs. 1,00,000/- no earnest money / security deposit will be required.

19. Inspection and Rejection

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

19 Facilities for Test and Examination

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

20 Cost of Test

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

21 Delivery of Stores for Test

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

22 Liability for Costs of Laboratory Test

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

23 Method of Testing

The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

24 Stores Expended in Test

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

25 Inspector – Final Authority and to Certify Performance

1 The Inspector shall have the power

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

- 2 To reject any stores submitted as not being in accordance with the particulars.
- 3 To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and
- 4 To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

26 Consequence of Rejection

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

- i. Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or
- ii. Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive

which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

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

27 Inspector's Decision as to Rejection Final

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

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

29 Notification of Result of Inspection

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

30 Marking of Stores

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

31 Removal of Rejection

a) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

b) Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

32 Inspection Notes

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

18. Packing and Transport

i. It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

- ii. The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Western Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.
- iii. All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- iv. Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.
- v. A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

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

20. Liquidated Damages :

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

- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b. To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e. To forfeit security deposit in full or part.
- f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, 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, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

22. Inspection : The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

c. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

24. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

25. Carrying vessels for Imported Items

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

26. Freight :

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

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

27. Passing of Property. :

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

28 Laws Governing the Contract.

v). This contract shall be governed by the Laws of India for the time being in force

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

vii). Jurisdiction of Courts

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

ix). Marking of Stores

The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

29. Corrupt Practices

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

ii. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

30. Insolvency and Breach of Contract

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

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

(b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

(c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

31. Terms of Payment:

1. For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill Lading, Air Way Bill or Consignment Note is forwarded to the consignee should on bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.

2. Payment against the supply orders placed either by the Subsidiary Company or by CIL shall be arranged by the Subsidiary companies, if not specified otherwise. Wherever order is placed by

CIL on any foreign supplier involving requirement of more than on subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.

3. Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.

4. Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL

5. Specific payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter – IX of the Purchase Manual.

32. Progress Report

6 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.

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

33. All disputes arising out of this contract shall be under the jurisdiction of **Nagpur court** only and as per the “law of the land”.

ANNEXURE “F”
FORMAT FOR PERFORMANCE BANK GUARANTEE

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called “The Company”) having agreed to exempt _____ (hereinafter called “The said Contractor(s)”) from the demand, under the terms and conditions of the agreement dated _____ made between _____ and _____ for _____ (hereinafter called “ the said Agreement”), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. _____ (Rupees _____ only). We _____ (indicate the name of bank) (hereinafter referred to as “the Bank”) at the request of _____ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.
2. We, _____ do hereby undertake _____ (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :
The payment so made by under this bond shall be a valid discharge of our liability for _____ payment there under and the contractor(s)/supplier(s) shall have no claim against us _____ for making such payment.
4. We, _____ further agree that the _____ (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the _____ the day of _____ 20 ____ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.
5. We, _____ further agree with the _____ (indicate the name of the Bank) Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by _____ reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).
7. We _____ lastly undertake not to revoke this _____ (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----)

Dated the _____ day of _____ 20_____

**Signature of the authorised person
for and on behalf of the Bank.**

For _____
(indicate the name of the Bank)

pl note the procedure for submission of Bank Guarantee in SFMS platform

· The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields ltd shall be in paper form as well as issued under “Structured financial messaging system”. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

· The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c
Materials Management Wing
Western coalfields ltd HQ
Coal Estate, Civil lines
Nagpur – 440001
Maharashtra

· Any extension / amendments to the BG shall be done following the same procedure as above.

PRE CONTRACT INTEGRITY PACT

1. General

This Pre-bid Pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, between, on one hand, Western Coalfields Limited acting through Sri Rama Kant Mishra General Manager(MM) (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assign) of the First Part and M/s.

_____ represented by Shri _____, of Designation _____ (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/Equipments/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 Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

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

2.1 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, organisation 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.

2.2 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.

2.3 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.

- b) 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.

Commitment 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, organisation 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/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries , whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

3.14 A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

3.15 In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

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)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of Western Coalfields Limited, Nagpur
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the

~~period of its currency.~~

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 proceeding 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 thereof.

(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 or any other stores, such outstanding payment could also be utilised 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 the 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 in 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 BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to 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 meeting 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/ Secretary in the Department/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 allow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both 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

BIDDER

R.K.Mishra
General Manager(MM)
MM Wing, Western Coalfields Ltd

Designation:
Company

Nagpur

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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