

Tender No. WCL-Hq-Pur-asn-ra-e084-2020-21

Supply of Solar PV Power Plant

(UNDER JURISDICTION OF NAGPUR COURT ONLY)

WESTERN COALFIELDS LIMITED.

(A Subsidiary of Coal India Limited, a Government of India Undertaking)

CIN No. U10100MH1975GOI018626

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



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SCOPE OF SUPPLY: Supply, Installation, Commissioning, Maintenance and CMC of On-Grid-Connected Roof Top Mounted Solar PV Power Plant with net metering arrangement

Section I - Invitation for Bids

1. Western Coalfields Limited, a subsidiary of Coal India Limited, a Government of India Undertaking with its registered office at Coal Estate, Civil Lines, Nagpur – 440001, Maharashtra, invites online bids through its e-Procurement Portal <https://coalindiatenders.nic.in> from the eligible bidders

2. The tender document shall be available on the website of Western Coalfields Ltd (www.westerncoal.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such tender document shall be considered valid for participating in the online tender on CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>). Tenders are to be submitted strictly as per guidelines furnished in the website of <http://coalindiatenders.nic.in>

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

Tender No:	WCL-Hq-Pur-asn-ra-e084-2020-21
Subject of Tender / Scope of Supply	Supply of On-Grid-Connected Roof Top Mounted Solar PV Power Plant with net metering arrangement
Type of tender	Open (Domestic)
Mode of Tender:	E-TENDER with E-Price Bid With Reverse Auction
Estimated Tender Value	Rs. 200.29 lakhs
Earnest Money Deposit (EMD) (To be submitted ON-LINE Only)	Rs. 4,00,580/-
Tender Document Cost / Tender Fee	Not Applicable being an E-tender
Closing Date and Time for Submission Of Bids	By 11:00am on 19.10.2020
Date and Time of opening Of Tenders	At 11:00am on 20.10.2020
Date and Time of Reverse Auction (if Reverse Auction is applicable)	Normally on the same date of tender opening which will be notified to the participating bidders through system generated message
Under unforeseen circumstances if the due date of Opening 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.).	

Special Note: This NIT is based on the provisions of New CIL Purchase Manual 2020 and there are many changes in different clauses (including penalty clause and short fall/confirmatory documents clause etc) as compared to previous NIT. Therefore the Bidders are advised to read the complete NIT carefully, before submission of the bid

Contents of the Tender Document:

1. Section – I - Invitation for Bids (IFB)
2. Section- II - Instruction to Bidders (ITB)
3. Section- III – General Commercial Terms and Conditions of the Tender
4. Section-IV – Special Conditions of the Tender
5. Section-V - Schedule of Requirements
6. Section-VI - Technical Specifications and Terms and conditions.
7. Section – VII - List of Annexure enclosed with the NIT

Section II:- Instruction to bidders (ITB)

1. Requirements for participation in e-tenders

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

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

b) Registration/Enrollment of Bidder on e-procurement Portal of CIL:

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

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

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

3. Help for participating in e-tender

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the 24 x 7 help-desk on 0120-4200462, 0120-4001002, 0120- 4001005 and 0120-6277787. All queries will be answered in English / Hindi only.

The detailed method for participating in the e-procurement are available in the website <https://coalindiatenders.nic.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 <https://coalindiatenders.nic.in> The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website / 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.

3.0 Bidders should confirm that they are aware of the amendment contained in the corrigendum (issued on a particular date, after the issue of the NIT) and the same has been taken into consideration, while making his quote.

4.0 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.

5.0 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).

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

7.0 PREPARATION OF TENDER DOCUMENTS :

The Tender Documents are to be submitted in the following manner and shall be submitted through electronic mode only:

7.1 Cover-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 Cum COMMERCIAL PARAMETER SHEET (TPS):

This document which is in Excel Format will be downloaded by the bidder and he will furnish all the required information on these sheets. Thereafter, the bidder will upload the same file during bid submission. The Technical cum Commercial Parameter Sheet (Excel file) shall contain the following **Two** sheets:

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

(b) **Commercial Parameter Sheet (CPS)** - The Other Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same.

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

Bidders have to make sure that 'Eligibility-Overall' cell against items they intend to quote indicate 'COMPLIED'.

The system automatically evaluates TPS & GTE based on the declarations/information filled by the bidder .

ii) General Technical Evaluation (GTE) template is also to be filled up by the bidder online.

iii) Scanned copies of documents as required as per requirements of the NIT and as specified in the various sections of NIT / TPS / CPS are to be uploaded as General Documents in the e- tendering system and then attached with the offer while submitting the offer online.

7.2 Cover-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.

Both Techno-Commercial Bids (Cover-I) and Price-Bid (Cover-II) are placed in a single envelope and on the scheduled date and time of tender opening, both these covers are opened simultaneously on-line. The participating bidders may view the opening of the bids on-line.

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

The system automatically evaluates TPS & GTE based on the declarations/information filled by the bidder . Upon opening of the bids, GTE, TPS, Price bid/ BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices is generated by the system with the prices of bidders whose offers found to be eligible as per Auto evaluation done by the system based on the declarations/information filled by the bidder in TPS & GTE.

“If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered unless the charges for an item/ product is included elsewhere in the price bid and a specific mention in this regard is made in the bid”.

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(i.e. packet) then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID.

8.0 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 **Commercial Parameter Sheet (CPS), a part of Technical Parameter Sheet for communications through e- mails / SMS alerts (if any)**

9.0 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.

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.

10.0 Clarifications of Bid Documents

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

11.0 Clarification of Bids/ Shortfall/ Confirmatory Documents: (Not Applicable for tender value upto Rs. 20.00 lakhs)

After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the L-1 bidder. For this purpose, maximum 2 chances shall be given. The time period for the first clarification will be 7x24 hrs and the time period for subsequent second clarification(if, required) will be 5 x 24 hrs given to the bidders to upload these clarifications / shortfall documents under the link “Upload shortfall/ confirmatory document” indicating the start date and end date for on-line submission by bidder. The bidders will get this information on their personalized dashboard. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of bid.

No separate communication will be made in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration. If the bidder does not comply or respond by the specified date & time, his tender will be liable to be rejected

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

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

No shortfall documents shall be asked for tenders valuing upto Rs. 20.00 lakhs.

If the techno-commercial acceptability of the system generated 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 is found to be not techno commercially acceptable upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained if required. This process continues sequentially till techno-commercially acceptable 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.

12.0 The offer should be submitted strictly as per the terms and conditions laid down in the tender document, failing which the offer may be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Also refer cl no: 28 of Section- III.

13.0 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.

14.0 In case of any technical mistake in online offer and NIC (e-procurement service provider) 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.

15.0a. Cartel Formation/ Pool rates: Pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/ control true competition in a tender leading to “Appreciable Adverse Effect on Competition” (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.

In case of any evidence of cartel formation is found, WCL reserves its right to take suitable administrative actions against such bidders as deemed fit, as per the provisions of the CIL's Purchase Manual 2020. Such Matters shall be reported to trade associations, the Competition Commission, NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms.

15.0. b Conflict of Interest among Bidders/Agents

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

- (a) they have controlling partner (s) in common; or
- (b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (c) they have the same legal representative/agent for purposes of this bid; or
- (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (e) bidder participates in more than one bid in the bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly /assemblies from one bidding manufacturer in more than one bid.
- (f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal.

(g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

16.0 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.

17.0 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. All correspondence with the bidder(s) during the pre-contract stage is, however, without any commitment whatsoever.

18.0 e-Procurement Process:

18.1 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.

18.2 Extension of tender submission date : In case of number of bids received are less than three, extension of tender submission date 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.

18.3 The tenderer has to upload Technical Parameter Sheet(TPS), Commercial Parameter Sheet (CPS) 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.

18.4 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/ CPS.

19.0 General guidelines and Process Flow for Tender (Without Reverse Auction)(Applicable for tender value upto Rs. 50.00 lakhs)

Single Tender Enquiry, Limited Enquiry and the Open Tenders whose value is upto Rs. 50.00 lakhs shall follow tendering process as under;

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

19.2 The Prices shall be quoted in the BOQ clearly indicating Input Tax credit on GST as applicable, so that it is reflected in the landed price for the purpose of arriving at the Item wise L-1 price. The

column "TOTAL AMOUNT after ITC for arriving at Itemwise L-1 bidder" as indicated in the BOQ shall be considered by the system for determination of L-1 bidder (Column BB of BOQ sheet) .

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

19.4 The status of the bidder (L1, L2 etc) shall be evaluated itemwise by the system considering the Price quoted in the price bid after taking into account set off against available Input Tax Credits, (i.e. cost to the company)

19.5 All electronic bids submitted during the tender process shall be legally binding on the bidder.

19.6 Input Tax Credit will be considered for determining the status of the bidders.

19.7 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.

19.8 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, LPP etc, WCL 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.

20.0 General guidelines and Process Flow for Tender cum Reverse Auction:- Applicable only for tenders valuing above Rs. 50.00 lakhs

Tenders whose value is above Rs. 50.00 lakhs shall follow reverse auction process as under;

20.1 Reverse Auction will be initiated after opening of price bids, as detailed above in case of normal tenders.

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

20.3 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.

20.4 After opening of the tender, a reverse auction platform will be created, normally within two hours of opening of bids. No indication will be available in the portal to anybody regarding number of bids and names of the bidders. **System displays L1 price automatically** after taking into account set off against available Input Tax Credits, (i.e. cost to the company) **and this L1 price will be start bid price. The details of** Start time of Reverse Auction (RA) will be intimated through SMS & e-mail by the e-procurement system. However, bidders are also advised to check the details in dash board in the "MY AUCTION" tab.

20.5 The Prices shall be quoted in the BOQ clearly indicating Input Tax Credit on GST (IGST / CGST+SGST) and Input Tax Credit against Goods and Services etc, 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 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).

20.6 The start bid price is the landed / cost to the company price (after taking in to account Input Tax Credit on GST (IGST / CGST+SGST) as applicable) on which the auction will be initiated. At the end of reverse auction, the L 1 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.

20.7 To evaluate the L-1 Price, of different kind of tenders, the evaluation criteria would be as under:

20.7.1 LCB (Local Competitive Bidding) - The Price for the Reverse auction would be the **Free Delivery at Site** price, i.e., cost to WCL, which should include all the components of Taxes and Levies applicable, Freight, Insurance etc. and taking into consideration Input Tax Credit as indicated above (if applicable against the tender), as per the BOQ given in the tender.

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

20.8 The decrement value will be 0.5 % of the start bid price with minimum of Rs.1.00, as the present e-procurement system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. The maximum seal percentage in one go will be fixed as 2% over and above the normal decrement of 0.5% i.e. 2.5% of the start bid price or the last quoted price during reverse auction, whichever is lower.

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

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

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

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

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 WCL's standard unit of measurement by converting the quoted units to the order units of measurement suitably.

20.10 Reverse Auction will be initiated normally within two hours after opening of price bids. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by twenty minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot, as applicable for the auto extensions of time.

20.11 System provides bidder details along with bid documents only at the end of reverse auction process. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.

20.12 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.

20.13 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 .

20.14 The bid history shall reflect only the landed price after taking in to consideration the ITC as indicated above . The landed price shall also not be same for two bidders even if any bidder makes such an attempt.

20.15 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 and acceptance of the same by WCL will form a binding contract between WCL and the bidder for entering into a contract. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.

20.16 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.

20.17 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.

20.18 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.

20.19 Input Tax Credit will be considered for determining the status of the bidders.

20.20 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.

20.21 The LI bidder after the reverse auction has to upload the breakup of net Landed Prices online through confirmatory link. The detailed breakup of offered net landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same breakup of prices. While giving the break up, the bidder will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less. The LI bidder after reverse auction will be responsible to ensure that the net landed rate as per the breakup of prices provided by him after the reverse auction and the LI net landed rate offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.

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

20.23 In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in

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

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

21.0 ONLINE EVALUATION PROCESS:

21.1 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.

21.2 Supportive documents of the system evaluated L-1, shall only be evaluated by WCL.

21.3 After evaluation of the uploaded documents, shortfall / confirmatory documents / clarifications, if required, are sought from the L-1 bidder. Shortfall documents / clarifications are to be sought only in cases, indicated at clause no 11 of Section -II of this NIT

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.

21.4 If the techno-commercial acceptability of the system generated L-1 bidder(for the respective item(s)) is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered for further processing. If the L-1 bidder is found to be not techno-commercially acceptable upon verification of uploaded documents and shortfall documents if any, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents obtained, if required. This process continues sequentially till techno-commercially acceptable L-1 is established. The Techno-commercially NOT ACCEPTABLE L-1 bidder / next lowest bidder shall be considered as the defaulting bidder(s) and Penalty shall be imposed on the defaulting bidder.

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

(a) **If L-1 bidder / Successive L1 bidder is a defaulter for part of / all items for which he is L-1, 100% of EMD amount or Rs.20.00 lakh, whichever is lower + GST (at applicable rate), is to be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.**

(b) **In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent EMD amount or Rs.20.00 lakh, whichever is lower + GST(@ applicable rate) within 7 days of notice, failing which, his disqualification will be extended for another 1 year.**

Note: Wherever, EMD is forfeited, GST at the applicable rate shall be charged extra over the forfeited EMD amount within 7 days of notice, failing which, his disqualification will be extended for another 1 year.

Note:

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

- ** The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring actions may not be made for their spares in order maintain the smooth supply of such spares

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

CIL Purchase Manual 2020 is available in the website <http://www.coalindia.in>.

22. A bidder will 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.

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 qualification / eligibility criteria / provenness / or any other criteria as per the NIT is found to be wrong or misleading at any stage they will be liable for punitive action. The bidder has to upload the declaration as per the format give at **Annexure 6** alongwith the offer

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

24. Desirable Information from the bidders: All the bidders may please quote the item-wise HSN code (Harmonized System Nomenclature) and SAC (Services Accounting Code), which may be required for assessing the percentage of GST quoted in the BOQ

SECTION III

GENERAL COMMERCIAL TERMS AND CONDITIONS OF THE TENDER

(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 this tender, the bidder unconditionally accepts all terms and conditions of the NIT.

2. Pre Contract Integrity Pact: (Applicable for Value of Tender is Rs. 2.00 Crores and above)

(wherever applicable) The bidders will have to upload along with their offer, the scanned copy of duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per prescribed format, failing which their offer may not be considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact.

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).

- **Please note that the Document of Pre-contract Integrity Pact as uploaded with the tender(in Annexure-5) 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 SECTION-IV

3. EARNEST MONEY DEPOSIT :

EMD is not applicable for all the tenders whose value is less than Rs. 2.00 lakhs.

- **EMD is not applicable for Single Tender Enquiry (both with PAC (Proprietary Article Certificate) and without PAC)**
- **For all other Tenders Limited / Open Tenders EMD is applicable (To be submitted ON-LINE only.) The Amount of EMD would ordinarily be 2% of the Tender value or Rs. One crore, whichever is lower.**

(i) The EMD amount in Indian Rupees, as indicated at page 1 of the NIT has to be deposited online only within the last date and time for submission of online offer. In the Online mode, the bidder can make payment of EMD through net banking from designated Bank or through NEFT/ RTGS from any scheduled Bank. For online payment of EMD bidder has to select the option "Axis Aggregator Bank Net Banking" In case of payment through NEFT/ RTGS, the bidder will have to make payment as per the Challan generated by system on e- Procurement portal before submission of bid. Bidder will be allowed to submit its bid only when the EMD is successfully received in CIL/Subsidiary Company's designated account and the information flows from Bank to e-procurement system.

(ii)-The requisite EMD amount need to be submitted online ONLY through e-procurement portal by "Net Banking"/ NEFT / RTGS/ OR by generating challan from e-procurement portal.

(iii)-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.nic.in, facilitates online transaction for all major banks.

(iv)-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.

(v)Freezing of Bid can be done only after completion of EMD submission process.

(vi) EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever. EMD of unsuccessful bidders will be refunded through e-procurement portal/system automatically after the bidder is declared unsuccessful.

(vii)-For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder. The EMD of successful bidders will be refunded through e-payment for which the bidders will have to upload the Mandate Form with Bank details.

(viii)-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.

(ix)-In case of exemption of EMD, the self-attested scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission which will be verified along with bid documents.

3a. Exemption of EMD :

The following tenderers / firms are eligible for exemption of EMD.(**Irrespective of the stores for which there are registered**)

a) Registered Vendors of CIL / WCL (As on date there are no registered vendors of WCL) Such bidder should upload the self attested copy of valid Registration Certificate alongwith techno commercial bid.

b) State / Central Government organizations / Public Sector Undertakings. The firms should upload the scanned copies of registration certificates or self certification in this respect ,along with the techno commercial bid.

c) Ancillary Units of WCL. The Bidder should upload the scanned copies of Self attested valid ancillary registration certificates along with the techno commercial bid.

~~d) In case of Tenders for Spares, OEM / OES participating in the Open / Limited tender. However the exemption of EMD is not applicable for the authorized dealers of the OEM /OES~~

e) Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro Small and Medium Enterprises (MoMSME) and MSEs registered under the Udyog Adhar Memorandum are eligible for exemption of EMD, on submission of self attested copy of valid document in support of their MSE status

In case of MSE bidders who submits Udyog Aadhar Memorandum and claiming benefits as per public procurement policy of MSE Act 2012, are advised to declare the Udyog Aadhar Memorandum (UAM) on Central Public Procurement Portal (CPPP).

The MSE bidders should also enroll their name in the Coal India e-Procurement Portal as “Preferential Bidder” either by modifying their profile or while making “Online Bidder enrollment”. The document in support of MSEs should also be uploaded against the specific

Any MSE registered with District Industries Centre (DIC) of Khadi & Village Industries Commission (KVIC) & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and Handlooms or having Udyog Aadhar Memorandum or any other body specified by Ministry of MSME will get the benefits of Public Procurement Policy Order, 2012.

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

(Note : 1. Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period covers the original scheduled date of tender opening .

2. In case of exemption of EMD, the self-attested copy of document in support of exemption will have to be submitted by the bidder during bid submission which will be verified along with bid documents

3b. Forfeiture of Earnest Money Deposit :The EMD shall be forfeited:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender. In case where EMD of a bidder is to be forfeited, but the bidder has claimed exemption of payment of EMD, in such case the bidder will be asked to submit the **EMD amount+ GST (@applicable rate)** of the tender within 7 days failing which he will be debarred from participation in any tender for a period of 1 year for the same item(s)
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - a) Fails to sign the contract within 30 days from the date of notification of award; or Fails to submit order acceptance within 30 days from the date of order; or Refuses to accept/execute the contract
 - b) Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

Note: Wherever, EMD is forfeited, GST at the applicable rate shall be charged extra over the forfeited EMD amount. The bidders whose EMD is forfeited have to make the payment of the GST amount, failing which they will be debarred from participation in any tender for a period of 1 year for the same item(s)

4. SECURITY DEPOSIT :

The Successful bidder who have been awarded the contract/ Supply order is required to submit the Security Deposit. Security Deposit shall be for an amount of ten per cent of the total landed value of the contract including all taxes, duties and other costs and charges without considering the Input Tax Credit. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as Annexure-2 from a RBI Scheduled Bank in India (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

1. The Security Deposit shall be in the same currency in which contract is to be signed / Supply order issued. In case of Multi Currency contract separate SDBG in respective currency for required value as above shall be submitted.
2. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
3. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
4. Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
5. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by the Performance Bank Guarantee clause.
6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.
7. If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.
8. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

4a. EXEMPTION OF SECURITY DEPOSIT :

1. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
2. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.
3. ~~OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders. However, dealers of the OEM / OES are not allowed the exemption~~

Note: No exemption from Security Deposit shall be allowed for Ancillaries of WCL/MSE / Startups

5. Eligibility Criteria for Bidders:

a) Only the Local Suppliers i.e. Class – I Local supplier (a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%) and Class – II Local Supplier (a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50%) are only eligible to Quote.

The Local suppliers (Class I / Class II) shall have to submit the certificate regarding the quantum (Percentage) of the local content and shall also give details of the location(s) at which the local value addition is made as per the Annexure 10 of Section VII of NIT.

For details refer to the clause no: **23.H.d** of Section III of NIT

Note: Indigenous / Indian Manufacturer, if referred anywhere in the NIT, means a local supplier

b) Indian Agent of Local Supplier: (Broadly includes Distributor, Dealer, Channel Partner etc.) If the Local supplier does not quote directly as a matter of its corporate policy, the procurement shall be made from its authorized Indian Agent based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization.

The list of documents to be submitted by the bidder:

i) Local Suppliers (Class-I Local Supplier and Class – II Local Supplier): In case the bidder is a Local supplier (Class-I Local Supplier and Class – II Local Supplier), they have to submit scanned self attested copy of the valid registration with NSIC / SSI/ DIC / Udyog Aadhaar / Registrar of Companies / any other document issued by statutory bodies etc, to establish themselves that they are the manufacturer of the offered items along with certificate regarding the quantum (Percentage) of the local content and details of the location(s) at which the local value addition is made as per the Annexure 15 of Section VII of NIT.

ii) In case of Indian Agent of Local Supplier (Class-I Local Supplier and Class – II Local Supplier):

1. Self attested copies of the Manufacturing credentials of the Local Supplier viz valid registration with NSIC / SSI/ DIC / Udyog Aadhaar / Registrar of Companies / any other document issued by statutory bodies etc to establish that their Principal is the manufacturer of the offered items along with certificate (to be issued by Local supplier) regarding the quantum (Percentage) of the local content and details of the location(s) at which the local value addition is made as per the Annexure 10 of Section VII of NIT.

2. A tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization. Authorization should be pre-dated (from the tender opening) and should be properly signed and its validity should correspond to the delivery period stipulated in the Tender Enquiry.

3. Undertaking from the manufacturer that, as a matter of its corporate policy, it does not quote directly/ market their products to any organization. If, subsequently, at any stage, it is found that it has quoted directly to any organization, it shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest.

4. Undertaking from the manufacturer that it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.

5. Undertaking from the manufacturer that, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

6. Undertaking from the manufacturer that the authorized agent's price will not exceed that which the manufacturer would have quoted.

7. Undertaking from the manufacturer that in the event of placement of order on their authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by them.

8. Undertaking from the manufacturer that No agent / Middle man / Liaisoning agent or any entity in any name other than the disclosed authorized Indian Agent is involved in the process of procurement of goods and services.

(if subsequently at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per the provisions of CIL Purchase Manual 2020).

9. Undertaking from the bidder (authorized dealer) that he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and also will be responsible for providing the required after sale service.

10. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The relevant self attested document in this regard is to be submitted along with the offer.

Note:

1. If both the Local Supplier (Class – I Local Supplier and Class – II Local Supplier) and the Indian Agent participates in this tender, then the offer of the Indian Agent will be rejected.

2. One manufacturer can authorize only one Indian agent.

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

In case of procurement of commercially off-the-shelf available products (if specifically declared in the NIT), general authorization / dealership / distributorship certificate shall be considered in place of tender specific authorization.

c) Restrictions on Public Procurement from certain countries which shares a land border with India.

Bidder must refer to the following Office Memorandums of Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India.

1. OM no. 6/18/2019-PPD dt. 23-07-2020 amending Rule 144 of GFR, 2017
2. F.No.6/18/2019-PPD, Order (Public Procurement no. 1) dt. 23-07-2020
3. F.No.6/18/2019-PPD, Order (Public Procurement no. 2) dt. 23-07-2020
4. F.No.6/18/2019-PPD, Order (Public Procurement no. 3) dt. 24-07-2020

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority

2. “Bidder” (including the term ‘tenderer’, ‘consultant’, or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

3. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-

1. An entity incorporated, established or registered in such a country; or
2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or
7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV The beneficial owner for the purpose of (iii) will be as under:

1. In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.

Explanation---

1. “Controlling ownership interest” means ownership of or entitlement to more than twenty-vie percent of shares or capital or profits of the company

2. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements

1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official

4. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other

natural person exercising ultimate effective control over the trust through a chain of control of ownership.

V An Agent is a person employed to do any act for another, or to represent another in dealings with third person

VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent authority

Referring to the Office Memorandum referred above, The Local Suppliers should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is not from such a country and is eligible to be considered”

However, if any Local Supplier falls in the category of bidders as indicated in the Definitions clauses at cl no: 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020, should submit the certificate as under:

“ We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is from such a country and has been registered with Competent Authority (specified in Annexure -I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith”

In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above mentioned certificates

Note: The above mentions Office Memorandums will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Government of India

d. Qualification Criteria:

d1. Minimum Offered quantity: For Equipment: The bidder should be in a position to offer and supply in specified delivery period at least 50% of the total quantity/ number for which the bids have been invited.

~~d.2 In case where value of service component is more than 10% of the total estimated value of the complete package of goods and services, the average Annual Financial Turnover of the bidder during the last three years, ending 31st March of the previous financial year, should be at least 30% of the total estimated value of the tender (For procurement of equipment along with services like MARC, CAMC etc)~~

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

e. Distribution of the Quantity

1. Except in cases, where it is pre-decided and pre-disclosed in the tender documents to award contract on more than one bidder in a pre-determined ratio, normally as per standard procedure, the tender quantity shall be ordered on the lowest responsive tenderer (L-1) without dividing the same.

However, WCL reserves the right to distribute the required quantity amongst the eligible bidders as per CIL's Purchase Manual / Public Procurement policy / Make in India policy of GOI/ as per extant guidelines for preferential category of bidders.

2. However, there may be special occasions of purchase of very large quantities of goods which are beyond the capacity of a single bidder or the L-1 bidder is unable to take the load of the entire quantity. In such cases, after coverage of quantity on L-1 bidder as per its capacity/ offer, the remaining quantity shall be ordered on the L-2 bidder at the rates offered by the L-1 bidder and for this purpose, L-1 rates shall be counter offered to L-2 bidder. If L-2 bidder does not accept the L-1 rates or is also not able to meet the remaining requirement, then the balance quantity shall be covered on L-3 bidder and this process may be followed till the entire tender quantity is covered. All such orders shall be placed at the rates offered by the lowest responsive tenders (L-1).

f. AFTER SALES SERVICE: In case of procurement of Equipment, bidders should have After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to WCL's personnel.

In case the bidder does not have the **After Sales Service Support facilities in India**, it will have to submit an **undertaking** along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional **PBG for 30%** of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal **PBG for 10%** of the contract value.

g. Collaboration Agreements

In case of collaboration agreements with the principals, the collaboration agreement should be valid on date of tender opening and **should also remain valid** at least up to supply and commissioning of last equipment covered in the contract. However, the principal manufacturer will **confirm** that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime and **also confirm** that in the event of termination of collaboration agreement, the principal manufacturer will be responsible for the fulfilment of contractual obligations either by itself or through alternate collaborations / arrangements.

The agreements/ MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act. **A notarized copy of collaboration agreement/MOU, duly registered in India as above and undertaking** of principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life **must be uploaded** along with the offer.

The bidders who meet the above eligibility criteria as well as the Provenness Criteria as per SECTION-IV of the NIT are eligible to quote.

6. VALIDITY OF THE OFFER:

The offer should be kept valid for 120 days (One Hundred and twenty days) from the date of opening of tender (part A) as specified. The bid validity for a period shorter than 120 days is liable for rejection. Withdrawal of tender within the validity period is also not permitted.

During the Tender evaluation process if the extension of the bid validity is required, the same shall be with mutual consent of buyer and seller

7. FIRM PRICES: Prices offered should be FIRM till delivery, otherwise the offer will be rejected. Offers with variable prices will be considered as non-responsive.

However, in specific tenders for long term contracts, where Price Variation Clause is considered necessary, the same shall be applicable, as specified in Section-IV of the NIT.

8.FREE DELIVERY AT SITE

The prices quoted should be for Free Delivery at Site basis only up to the Consignee destination Stores with breakup of prices e.g. (i) Ex-works Price and (ii) Freight, Insurance, Packing & Forwarding Charges on lump sum basis. GST will be payable extra, as applicable. The safe arrival of stores at destination shall be the responsibility of the supplier. In case of transportation of goods by road, it should be done through registered common carrier only.

~~In case of imported stores, where the supplier is to arrange importation and paying customs duties etc. the rates quoted will be in INR on Free Delivery at Site / Consignee basis and the safe arrival of the consignment from the country of origin to the destination will be of supplier's responsibility. In such case, GST will be payable extra as applicable.~~

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

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- (e) To forfeit the security deposit full or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

(b) Denial Clause:

In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation clause.

10. Force Majeure Clause:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

11. Risk Purchase Clause:

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

a) When the supplier fails to deliver the materials even after extending the delivery period. b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.

c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

12. Lowest Price Certificate By submitting the bid, the bidder undertakes that the prices quoted by them for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization and also to submit the certificate as per Annexure 13

13. Price Fall Clause:

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

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

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

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

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

Price Fall Clause is not applicable for purchase value upto Rs. 1.00 lakh.

14. Bank Guarantee (For security Deposit (SDBG) / Performance Guarantee (PBG):

14.1 (For security Deposit (SDBG) : Successful tenderer will have to submit the Bank Guarantee for specified value towards the Security deposit . The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of supply of equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment.

(For Performance Bank Guarantee) : Successful tenderer will have to submit the Bank Guarantee for specified value towards the satisfactory performance during the guarantee / warranty period The BG shall remain valid for a period minimum 3 months over and above the guarantee period and CAMC (if applicable), from the date of supply / installation and commissioning. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending.

14.2 For arriving at the value for Bank Guarantee to be submitted, the order value will be arrived at by adding all the Taxes & Duties applicable to the Free Delivery at Site Price of the materials on order as applicable on the date of opening of price bid.

14.3 The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

14.4 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	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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

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.

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV / 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV / 767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible

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

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

On receipt of the original Bank Guarantee from the Issuing Bank, the concerned department of Area/HQ shall verify the validity/amount of BG and further approach their Associate Finance Department for an advice of BG confirmation received under SFMS mode.

Associate Finance department of the Area/HQ shall forward the advice received under SFMS mode from Advising bank to the concerned department of Area/HQ at their e-mail ID and also hand over the print out of the advice with sign and seal of the Advising Bank. The BG advice received under SFMS mode may be forwarded by Associate Finance department to concerned department suo-moto along

with print out of the advice with sign and seal of the Advising Bank, if the details of concerned Area/ department is known.

For this purpose, the concerned department may provide their e-mail ID to their Finance department/AFM.

On receipt of Original BG in paper form, the concerned department shall verify the same and if found in order, forward the same along with the confirmation message to their AFM/HOD(Fin) /Associate Finance for safe custody.

Concerned AFM/HOD(Fin)/Associate Finance of the HQs/Area/Units shall pass on the BG along with the confirmation message so forwarded by the concerned department (after acceptance) to their Associate Finance section for safe custody.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

15.TAXES AND DUTIES APPLICABLE: GST shall be applicable as per provision of GST Act 2017

I) Goods and Services Tax (GST): GST will be payable extra as per prevailing GST Rules. Bidders have to clearly indicate Total GST applicable [IGST/SGST , CGST and GST (Compensation to State) Cess] in Price Bid/BOQ.

If the Bidder is exempted from paying GST or Bidder has opted for GST Composition scheme, the same shall be confirmed with valid documentary evidence.(In case of inter-state supplies composition scheme shall not apply).

The Bidder shall confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer.

II) (i) Bidder shall provide details of their GSTIN.

(ii) Western Coalfields Limited (WCL)'s state-wise GSTINs are indicated below :

MAHARASHTRA State GST NO - 27AAACW1578L1ZW

MADHYA PRADESH GST NO - 23AAACW1578L1Z4

III) Input Tax Credit (ITC): Set off against ITC of GST will be considered wherever applicable, while arriving at Landed Cost vis-à-vis ranking of the bidders. (Pl refer to Section-IV)

~~IV) Input Tax Credit (ITC) can be availed in case of consignment imported directly by WCL where IGST and GST Compensation Cess (wherever applicable) are paid. Set-off of IGST element and GST (Compensation to State) Cess (wherever permitted as per GST rules) shall be considered while arriving at Landed cost vis-à-vis ranking of the bidders. In case of imports, credit of IGST and GST Compensation Cess shall be availed as per rules on the strength of Bill of Entry filed in the name of WCL.~~

~~The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.~~

~~The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country including all Bank Charges in case of imports.~~

V) The successful bidders shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL.

In the event of placement of order, supplier shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from supplier.

Credit of CGST paid on inputs may be used only for paying CGST on the output and the credit of SGST/UTGST paid on inputs may be used only for paying SGST/UTGST. In other words, the two streams of input tax credit (ITC) cannot be cross utilized, except in specified circumstances of inter-State supplies, for payment of IGST.

VI) Suppliers of Goods/Services shall make all out efforts to comply with the provisions under GST Act and Rules there under and also shall strive to maintain high compliance rating score under GST during the period of contract with WCL.

VII) E-way Bill : In the event the delivery of goods by the supplier is on Free Delivery at Site basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill, as per GST rules

16. 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.

17. Price Bid terms and conditions:

a) For Local Suppliers, the price shall be quoted on Free Delivery at Site basis with taxes and duties (GST etc) to be indicated separately.

b) 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

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

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

a) 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.

b) GST on Services:- The bidder has to indicate GST as applicable against each item towards Freight(if quoted extra), Insurance(if quoted extra) and Installation & Commissioning Charges, in the relevant column in BOQ/Price Bid(Total of all). However, the bidder will have to give the break-up of the Service Charges against Freight, Insurance and Installation & commissioning, when asked for the break-up of quoted price after completion of the Bidding Process.

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

IF Quoted on GST Extra

Basic Price+ P&F (If quoted extra)+ freight (If quoted extra)+Insurance (If quoted extra) + GST on (Basic/freight/P&F/Ins) as applicable + Installation and commissioning (if applicable & quoted Extra)+GST on Services –Input Tax credit on GST applicable on offered item– Input Tax credit on GST on services quoted in given priod = **Landed Cost (i.e., Cost to the Company)**

19.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.

Pre dispatch inspection if applicable shall be indicated in SECTION-IV”.

20.SUBMISSION OF BILLS:

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

- Pre-receipted and stamped Invoice (as per GST laws).
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- Consignment note / RR/ LR in original, if applicable.
- E Way Bill (As per GST rules)
- Warranty / Guarantee certificate, if applicable.
- Manufacturers test certificate, if applicable.
- DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- Any other document as specified in the Order.

~~**21 AUDITOR’S CERTIFICATE: In case of imported stores, where the bidder is to arrange importation and paying customs duties etc and quoted the rates in INR on Free Delivery at Site basis, 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.**~~

22.BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS:

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

In the manufacturer is banned or delisted or debarred or ‘Put on Holiday’ in WCL / CIL, the offer of the Indian Agent (bidder) quoted on behalf of that manufacturer shall be rejected.

23. PURCHASE PREFERENCE: (Applicable for Class -I Local Suppliers only)

A)Purchase preference will be applicable to ancillary units of WCL as per existing ancillary policy enlisted in CIL Purchase Manual 2020 under cl no: 2.8.8. The list of Ancillary Units of WCL is

available in WCL website . Bidders should upload the scanned copies of self attested valid ancillary registration certificate for the tendered items.

B) Micro and Small Enterprises (MSEs) registered with MSEs registered with either District Industries Centre (DIC) or KVIC or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or having Udyog Aadhaar Memorandum and Entrepreneurs Memorandum (EM-II) signed by DIC shall be entitled for Purchase Preference under “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012”

(Above referred “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012” is applicable for procurement of goods produced and services rendered by MSEs and not for any trading activities by them (not applicable for Traders/Distributors/Agents). An MSE Unit will not get any purchase preference over another MSE Unit.

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

C. Special provisions for Micro and Small Enterprises (MSEs) owned by Scheduled Castes or Scheduled Tribes and Women Entrepreneurs. A MSE would be treated as owned by SC/ ST entrepreneurs if:

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

Bidders should upload the scanned copies of self attested valid document in support of their MSE Status

D. Methodology for Purchase Preference for MSEs / Ancillary Units (Applicable for Class I Local Suppliers only)

1. Purchase preference to the MSEs shall be applicable for the 25% of the tendered quantities only provided L-1 bidder is not MSE and the participating MSEs quoting price within price band of L1+15%, accept the L- 1 price. Within this 25% of the tendered quantity, 3% shall be reserved for women owned MSEs and 4% shall be reserved for MSEs owned by SC/ST. However any Ancillary unit is within L1+15% price band, then 20% quantity is allowed to Ancillary unit over and above the 25% quantity reserved for MSEs.

2) In case of more than one such MSE, quoting price within price band of L I+15% and accepts the L- 1 price, the 25% of the tendered quantity shall be distributed equally amongst all such MSEs

3) 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 other participating MSEs Owned by Women / MSEs owned by SC/ ST quoting price within price band of L I+15% and accepts the L- 1 price, 4% of tendered quantities shall be procured from MSEs owned by SC or ST entrepreneurs and 3% out of the 25% of the tendered quantities shall be procured from MSEs owned by Women and the balance quantity shall be placed on the L1 MSE bidder

4) In case of non-divisible tenders, an MSE quoting in the price band of L1+15% shall be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L1 by the MSE concerned.

5) In case MSEs is the L-1 bidder for an item, it will get the opportunity for 100% quantity. However, if there are Ancillary Units quoting price within price band of L1+15% and accepts the L-1 price, then 20% of the tendered quantity shall be distributed equally amongst all such Ancillaries.

6) In case An Ancillary is the L-1 bidder and if there are other participating MSEs quoting price within price band of L1+15% and accepts the L-1 price, then 25% of the tendered quantity shall be awarded to the MSEs

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 then 25% of the tendered quantities shall be distributed proportionately between participating MSEs on their acceptance of L-1 price.

The distribution of the order quantities amongst the MSE / Non MSE / SC / ST owned MSEs / Women Owned MSEs / Ancillary Units shall be as per the extant guidelines, considering the spirit of policy for enhancing the government procurement from MSEs

E) Exclusive Procurement from MSEs:

1) 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. A list of the 358 items is given in Annexure-2 of the CIL Purchase Manual 2020 available in CIL website

2) A list of 14 hand-spun and handwoven textiles (Khadi goods) reserved for exclusive purchase from Khadi & Village Industries Commission (KVIC). List of all such khadi items is given in Annexure-1 of the CIL Purchase Manual 2020 available in CIL website

All items of handloom textiles including Barrack Blankets for exclusive purchase from KVIC or notified handloom units through the Association of Corporations and Apex Societies of Handlooms (ACASH). The handloom textile items shall be purchased from KVIC to the extent they can supply and the balance from the handloom units of ACASH, to the extent these units can make supplies.

3. A list of 104 specified medicines shall be procured from Pharma Central Public Sector Enterprises and their subsidiaries List of all such medicines is given in Annexure-4 of the CIL Purchase Manual 2020 available in CIL website.

Purchase Preference would be given to Pharma CPSEs as per the latest guidelines / directives issued by Department of Chemicals & Petrochemicals or any other Department / Ministry of Govt of India.

F) Other Purchase Preferences.

1. Purchase Preference for Domestically Manufactured Electronic Products : Shall be dealt as per the guidelines given in the Chapter no: 2.9 of the CIL Purchase Manual 2020, available in CIL Website and the necessary provisions shall be incorporated in the specific tender for Electronic Products.

2. **Procurement of stationery and consumables from Kendriya Bhandar, NCCF:** Wherever tenders are invited for Procurement of Office Stationery and Office Consumption items, Kendriya Bhandar/ National Cooperative Consumer Federation are also to be invited to participate if they are functioning at station. However, no purchase preference is to be given to them.

G. RELAXATION OF NORMS FOR STARTUPS & MSEs in Public procurement regarding prior experience–Prior turnover criteria. (Applicable for Class I Local Suppliers only)

As per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-1 dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Micro and Small Enterprises and Startups (whether MSE or not) subject to meeting of quality and technical specifications, i.e. must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications.

Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro Small and Medium Enterprises (MoMSME) and MSEs registered under the Udyog Adhar Memorandum are eligible for claiming relaxation, on submission of self attested copy of valid document in support of their MSE status

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

Accordingly the Prior experience and turn over criteria is not applicable for startups & MSEs in this tender in respect of **either of the following situations** and no further documents regarding provenness will be required to be submitted by these bidders.

a) If bidders have submitted documents to prove the Startup / MSE status for the tendered item and submitted the attested copy of the certificate towards quality assurance and capability from some authority like MSME, NSIC etc.

b) However, If bidders have submitted documents to prove their Startup / MSE status for the tendered item but without certificate towards quality assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, if needed, may assess the techno commercial capability of these vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure- 1) has been enclosed in the tender documents and such MSEs/ Startups should submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor for quick finalization of tenders.

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

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

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

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

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

H. Policy regarding Public Procurement (preference to Local suppliers as per “Make in India” order 2017):

Under ‘Make in India’ policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018 and 29.05.2019) of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry and order no P-45021/2/2017-PP(BE-II) dt 04.06.2020 of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry.

Eligibility of ‘Class - I Local Supplier’ / ‘Class - II Local Supplier’ / Non – Local suppliers for different types of procurement

(a) In procurement of all goods, services or works with estimated value of purchases less than Rs.200.00 crores, only ‘Class - I Local Supplier’ / ‘Class - II Local Supplier’ as defined under the order, shall be eligible to bid, except when Global tender enquiry has been issued. In Global tender enquiries, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class - I Local Suppliers’ / ‘Class - II Local Suppliers’.

(b) Purchase Preference: Purchase preference shall be given to ‘Class – I local supplier’ in procurements in the manner specified here under

I. In the procurement of goods or works which are covered by para (a) above and which are divisible in nature, the 'Class – I local supplier' shall get purchase preference over 'Class – II local supplier' as well as 'Non-Local supplier' as per following procedure:

- (i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is 'Class - I local supplier', the contract for full quantity will be awarded to L-1.
- (ii) If L-1 bid is not a 'Class – I local supplier', 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the 'Class – I local supplier', will be invited to match the L-1 price for the remaining 50% quantity subject to the 'Class – I local supplier's' quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class – I local supplier' subject to matching the L-1 price. In case such lowest eligible 'Class – I local supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class – I local supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class – I local suppliers', then such balance quantity may also be ordered on the L-1 bidder.
- c) In procurement of goods covered by the above sub-paragraph (a) and which are not divisible, and in procurement of services where the bid is evaluated on price alone, 'Class – I local supplier' shall get purchase preference over 'Class – II local supplier' as well as 'Non-local supplier', as per following procedure:
 - (i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a 'Class – I local supplier', the contract will be awarded to L-1.
 - (ii) If L-1 is not 'Class – I local supplier', the lowest bidder among the 'Class – I local supplier', will be invited to match the L-1 price subject to 'Class – I local supplier' quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class – I local supplier' subject to matching the L-1 price.
 - (iii) In case such lowest 'Class – I local supplier' fails to match the L-1 price, the 'Class – I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the 'Class – I local supplier' within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.
 - (iv) 'Class – II local supplier' will not get purchase preference in any procurement.

d) The definitions of 'Local Supplier', 'Local Content and 'Margin of Purchase Preference' are as follows:

- (i) 'Class - I Local Supplier' means a supplier or service provider whose Goods, Services or Works offered for procurement, has Local content equal to or more than 50% as defined under this Order.
- (ii) 'Class - II Local Supplier' means a supplier or service provider whose Goods, Services or Works offered for procurement, has Local content more than 20% but less than 50%, as defined under this order.
- iii) Non – Local Supplier means a supplier or service provider whose Goods, Services or Works offered for procurement, has Local content less than or equal to 20%, as defined under this order.

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

(v) “Margin of Purchase Preference” means the maximum extent to which the price quoted by a local supplier may be above the L I for the purpose of purchase preference. The margin of purchase preference is 20%.

Verification of local content:

(i) The ‘Class - I Local Supplier’ / ‘Class - II Local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the minimum local content requirement for ‘Class - I Local Supplier’ / ‘Class - II Local Supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(ii) In cases of procurement for a value in excess of Rs. 10 crores, the ‘Class - I Local Supplier’ / ‘Class - II Local Supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(iii) CIL/ Subsidiary Companies may constitute committees with internal and external experts for independent verification of auditor’s/ complaints.

(iv) False declarations will attract banning of business of the bidder or its successor(s) as per provisions of CIL Purchase Manual 2020 along with such other actions as may be permissible under law.

(v) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

e) Competent authority to address the complaint relating to implementation of Policy regarding Public Procurement (**preference to “Make in India” order 2017**) against the tender shall be **Vigilance department**, Western Coalfields Limited, Nagpur.

f) Fees for complaints to implementation of Policy regarding Public Procurement (**preference to “Make in India” order 2017**) against the tender is Nil.

I. The indicative distribution of required quantities depending upon the status of the firm as per above Purchase Preference policies is as under:-

Status of L-1 firm	Distribution of tendered / required quantity				
	Class - I MSE	Class - I non-MSE	Class II - MSE	Class - II non-MSE	Ancillary unit
Class I MSE firm is L-1 and there is no eligible Ancillary unit as per Purchase Preference criteria	100%	-	-	-	-

Status of L-1 firm	Distribution of tendered / required quantity				
	Class - I MSE	Class - I non-MSE	Class II - MSE	Class - II non-MSE	Ancillary unit
Class I MSE firm is L-1 and there is eligible Ancillary unit as per Purchase Preference criteria	80%				20%
Class I Non-MSE firm is L-1 and there is no eligible Class - I MSE / Ancillary unit as per Purchase Preference criteria		100%			
Class I Non-MSE firm is L-1 and there is eligible Class - I MSE, and no eligible Ancillary unit as per Purchase Preference criteria	25%	75%			
Class I Non-MSE firm is L-1 and there is eligible Class - I MSE, and eligible Ancillary unit as per Purchase Preference criteria	25%	55%			20%
Class I Non-MSE firm is L-1 and there is no eligible Class - I MSE, and eligible Ancillary unit as per Purchase Preference criteria		80%			20%
Class II MSE/Non-MSE firm is L-1 and there is eligible Class - I MSE firm, no eligible Class - I non-MSE and eligible Ancillary unit as per Purchase Preference criteria	40%		40%		20%
Class II MSE/Non-MSE firm is L-1 and there is eligible Class - I MSE firm, no eligible Class I Non-MSE firm and no eligible Ancillary unit as per Purchase Preference criteria	50%		50%		
Class II MSE/Non-MSE firm is L-1 and there is eligible Class I - MSE, eligible Class - I Non- MSE firm and eligible Ancillary unit as per Purchase Preference criteria	25%	27.5%	27.5%		20%
Class II MSE/Non-MSE firm is L-1 and there is eligible Class I -Non- MSE firm and no eligible Class-I MSE firm as per Purchase Preference criteria		50%	50%		
Ancillary Unit is L-1 firm and there is eligible Class - I MSE firm	25%				75%
NOTE:					
The above distribution of the required quantities is INDICATIVE only. The actual distribution may vary depending upon the status and acceptance / non-acceptance of the counter offer by the eligible bidders and the decision of WCL shall be final and binding on the bidders.					
1. Distribution to MSEs (Class - I Local Supplier) owned by SC/ST and Women shall be within the total MSE quota					
2. In case of more than one eligible MSE/ Ancillary unit (Class - I Local Supplier) , the quantity will be distributed equally amongst the eligible MSE/ Ancillary unit within their assigned quota					
3. MSE / Ancillary bidder (Class - I Local Supplier) shall be entitled for Purchase Preference if their offered price is within the L-1 + 15%					
4. Make in India firm (Class - I Local Supplier) shall be entitled for Purchase preference if their offered price is within the L-1 + 20%					

Status of L-1 firm	Distribution of tendered / required quantity				
	Class - I MSE	Class - I non-MSE	Class II - MSE	Class - II non-MSE	Ancillary unit
5. In case of required quantity is non divisible in nature, "Class - I local supplier" shall get purchase preference over "Class -II Local supplier"					

In case of MSE bidders who submits Udyog Aadhar Memorandum and claiming benefits as per public procurement policy of MSE Act 2012, are advised to register their Udyog Aadhar Memorandum (UAM) on Central Public Procurement Portal (CPPP) .

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

24. 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.

25.GENERAL CONDITONS OF THE CONTRACT: Unless otherwise specified above in different sections of the NIT, General Conditions of the Contract shall also be applicable for this tender and the resultant contract / order against this tender

26.Deviation:-

Normally No deviations to NIT terms and conditions are allowed. WCL reserves its right to allow minor deviations, which do not amount to material deviations.

Material deviations, reservations, or omissions which can not be waived are those that:

- Affect, in any substantial way, the scope, quality or performance of the goods and related services specified in the tender document;
- Substantially limit the procuring entity's rights and/or relax the tenderer's obligations under the resultant contract, inconsistent with those specified in the tender documents;
- If rectified, would unfairly affect the competitive position of other responsive tenderers.

27.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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018."

28.Provisions of CIL Purchase Manual: :

Provisions of Coal India Purchase Manual – 2020 along with e-procurement guidelines shall be applicable to this tender. CIL Purchase Manual 2020 is available in the website of CIL <http://www.coalindia.in> or WCL <http://www.westerncoal.in>. Latest Govt guidelines / Govt Circulars / CVC circulars issued if any from time to time shall also be applicable to this tender.

29. 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.

30. General responsibilities of supplier, manufacturer and designer :-

A person who designs, manufactures, imports, provides or transfers machinery, equipment or substances for use in coal mines, shall -

- (a) ensure that the machinery, equipment or substances do not entail dangers for the safety and health of those using them correctly.
- (b) Make available:
 - (i) Information concerning their requirement for the correct installation, maintenance and use of machinery and equipment and the correct storage and use of substances.
 - (ii) Information concerning the hazards of machinery and equipment, the dangerous properties of hazardous substances and physical agents or products; and
 - (iii) Information on how to eliminate or control risks arising from the identified hazards associated with the products.

Responsibilities of contractor.

- (1) A contractor deployed in a mine for any work shall-
 - (a) Establish effective ongoing communication and co-ordination between appropriate levels of supervisors, officials and senior officials of the mine prior to commencing work, which shall include provisions for identifying hazards and the measures to eliminate and control risks;
 - (b) Ensure arrangements for reporting work related injuries and diseases, ill health and incidents among his workers while performing work in the mine.
 - (c) Provide relevant workplace safety and health hazards awareness and training to their workers prior to commencing and as work progresses as necessary; and
 - (d) Ensure compliance of the provisions of the Act, and the rules and regulations framed thereunder.

31. On-Line Confirmation of Bids will be Final: Acceptance/confirmation of NIT terms in ON Line Bid, i.e. as confirmed in Technical cum Commercial Parameter Sheet, will only be treated as final . No other terms and conditions offered by the bidder in any other form will be considered.

32. Settlement of Disputes through Court of Law of Competent Jurisdiction: *The Courts in whose territorial jurisdiction the place from where Tenders / contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this NIT / resultant purchase Order/Contract . Therefore any disputes/claims arising out of the NIT with bidders or arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law*

33. Termination of the contract for convenience: After placement of contract, there may be some unforeseen situation compelling the purchaser to cancel the contract. In such a case,

- 1) . The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2). The Goods that are complete and ready for shipment within thirty (30) days of receipt of termination notice by the supplier, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

34. Code of Ethics

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

In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

- (i) . "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii) . "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- (iii) . "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels;
- (iv) . "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) . "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi) . "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

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

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

- i) if his bids are under consideration in any procurement
- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and

c) Rejection and exclusion of the bidder from the procurement process.

ii) if a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate. The due amount may be recovered from the bills of the supplier against any existing/future contract(s) with CIL and/or any of its subsidiaries.

iii) Provisions in addition to above:

a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed under the signature of a General Manager level officer, with the Competition Commission of India; and

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

For & on Behalf of WCL

SECTION IV

SPECIAL CONDITIONS OF NIT

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

(Bidders should read carefully before submitting the online tenders)

1. Provenness Criteria :

The item (Solar PV Power Plant) to be offered by the tenderer shall be considered proven provided the tendered or higher power generating capacity of the system must have been supplied, installed, and commissioned by the bidder during last 5 years from date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations and performed satisfactorily for a period of not less than one year from the date of commissioning, against supply order

Documents to be submitted alongwith Offer:

1. Self attested copy of supply order, for supply, installation, and commissioning of the tendered or higher power generating capacity of the offered system (Solar PV Power Plant), received by the bidder during last 5 years from date of tender opening, against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations.
2. Satisfactory performance certificate from end user for a period of not less than one years from the date of commissioning against the submitted supply order.
3. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification (as per Annexure-14) claiming satisfactory performance for a period of not less than one year from the date of commissioning against the submitted supply orders, along with proof of supply. The details of format for self certification is indicated at Annexure – 14 of the NIT.
4. Bidder to submit the make and types of the items offered in clause 15.0 (Scope of Supply) on their letter head
5. Documents certifying that the bidder is a MNRE Channel partner of grade 1A or 1B of rating agency of MNRE.
6. Self attested copies of ISO:9001:2008 and ISO:14001.

IN CASE OF START UP & MICRO & SMALL ENTERPRISES, RELAXATION NORMS AS PER THE CL NO: 23(G) OF SECTION III' OF THE NIT SHALL APPLY AND THE BIDDER OF THIS CATEGORY SHALL COMPLY WITH ALL THE RULES AND SUBMIT THE REQUIRED DOCUMENTS AS INDICATED. Startups and MSEs are exempted from prior experience criteria should submit proof of establishing the quality assurance & technical capability for tendered item issued by any statutory authority as per NIT

2. Guarantee / Warranty: The complete Solar PV Power Plants must be guaranteed against any manufacturing / design/ installation defects for a minimum period of 5 years and 5-year composite product/plant warranty shall be provided.

The bidder shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at their own cost. If it becomes so necessary for bidder to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Western Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost within reasonable time.

In case of warranty claim, the supplier shall without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer. The warranty replacement should be completed within 30 days from the date of intimation to the supplier.

3. Performance Bank Guarantee:- The BG shall remain valid for a period of 10 Years and 3 months from the date of installation and commissioning to cover the guarantee period of 5 years and CAMC period of 5 years. In case the bankers do not provide the validity at a stretch for 10 years 3 months, then bidder will be required to give a certificate from the issuing bank to this extent and submit the PBG with initial validity period of minimum 3 years, alongwith the bidder should also give an undertaking that the validity of the PBG shall be extended from time to time well in advance to cover the entire period of warranty and CAMC contract. Such Extension of PBG shall be made at least two months before the expiry of PBG. WCL will have the right to encash the PBG if the bidder fails to extend the PBG at least 2 months before the expiry of the PBG. The PBG shall be released after successful completion of the CAMC period upon confirmation of GM(E&M)HOD, WCL Hqrs.

The format of Bank Guarantee to be issued shall be in paper form as well as issued under “**Structured Financial Messaging System**”(SFMS) is attached as Annexure-3. The Bank Guarantee to be submitted shall be in Paper form as well as on SFMS platform

4. DELIVERY SCHEDULE:

4.1 Delivery of systems should be completed within 3 months from the date of Supply order for the purpose of erection of each PV power plant. from the date of supply order. The delivery period shall be reckoned from 7th day of the order date.

4.2 Installation & Commissioning of the system should be completed within 3 months from the date of handing over of Site by WCL to the EPC for installation.

NOTE: However, Total time for Supply, installation & Commissioning of each Solar Plant shall be six months from the date of order.

4.3 Upon intimation about commissioning of the systems by the EPC firm, a joint inspection will be carried out by the representatives of the executing firm and WCL and acceptance of satisfactory installation and commissioning will be issued by WCL in favor of the EPC firm.

4.4 The issuance of a commissioning certificate shall, in no way relieve the EPC firm of its responsibility for satisfactory operation & maintenance contract of the power plant.

No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period.

Grace Period : A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

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

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

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

In case of scheduled delivery period, grace period shall be limited to 25% of original delivery period or 21 days, whichever is earlier, irrespective of delay in particular phase of delivery

5. CONSIGNEE AND ALLOCATION:

Item Description	Allocation	Consignee
325 KWp On-Grid-Connected Roof Top Mounted Solar Power Plant for Electricity Generation with net metering arrangement	WCL Hqrs, Nagpur	Depot Officer, Regional Stores, WCL, Nagpur AREA, P.O.:Silewara Distt:- Nagpur
75 KWp On-Grid-Connected Ground Mounted Solar Power Plant for Electricity Generation with net metering arrangement	Indora Complex, Nagpur	-(M.S) GST no: 27AAACW1578L1ZW

6. Payment Terms: (i) 50% Payment of System Cost will be released within 21 days after successful installation & commissioning.

(ii) 30% payment of system cost will be released after Three-month successful performance report.

(iii) For initial period of 5 years with Composite plant Warranty, 4% payment of system cost will be released every year on the basis of solar unit generated and satisfactory performance report. Penalty will be deducted from annual bill, if any, as per Penalty clause.

(iv) For subsequent 5 years with CMC, payment of CMC will be released annually on the basis of solar unit generated and satisfactory performance report. Penalty will be deducted from annual maintenance bill, if any, as per Penalty clause.

(v) Bidder shall quote for the complete system (with comprehensive maintenance), and also considering cost of any additional Electrical equipment / parameters required, payment to distribution company for net metering arrangement, additional security deposit or any other statutory charges. Bidder should strictly quote considering above parameters. No claims will be entertained later on from the bidder side.

(vi) Commissioning report and performance report shall be issued by the G.M. (E&M)/HOD.

Payment shall be made only on submission of confirmed security deposit and performance Bank Guarantee and acceptance of same by WCL.

Note: As per RBI guidelines, ECS mandate in RBI's format has to be submitted by the bidders in the bid document. **The Format is available as Annexure 7**

7. PAYING AUTHORITY : General Manager(Fin), WCL, Hqrs, Nagpur

8. INSPECTION : Preliminary inspection of the items supplied shall be carried out at Consignee's end. However, the final inspection shall be carried out at the installation site after completion of installation and commissioning.

9. Penalty:- (i) Bidder / supplier shall ensure that the annual solar units generated after commissioning does not fall below 90% of 1500 kWh / kWp / year for period of 10 years (initial 5 years Composite Plant Warranty period + subsequent 5 years CMC period).

(ii) The Penalty shall be calculated based on the annual units generated by the solar system. For fall in solar units generated below 90%, penalty of Rs. 6 /unit will be deducted from the subsequent annual bills.

(iii) In case penalty amount exceeds the amount of subsequent annual bill, than the supplier/bidder will have to pay balance penalty amount in the form of D.D. Payable to Western Coalfields Ltd.

(iv) In case solar units generated falls below 80% of 1500 kWh/ kWp, WCL reserves the right to terminate the contract and forfeit the Bank Guarantee.

10. CMC (Comprehensive Maintenance Contract) :- Comprehensive maintenance contract for 5 years to be provided. Period of CMC will start after completion of Composite Product/Plant Warranty of 5 years from date of commissioning. CMC will include following terms & conditions:

(i) Comprehensive Maintenance of system for 5 Years after completion of warranty period shall be executed by the firm themselves or through the authorized dealer/ service centre of the firm in the concerned district.

(ii) Adjustments, cleaning, lubrication, servicing, general check-up of PV modules & connection, monitoring, repairs, replacements and other maintenance required for smooth operation and desired solar power generation shall be taken up.

(iii) Weekly cleaning of Solar Panels shall be ensured. Pipes, Tools, etc required for cleaning shall be arranged by contractor / bidder. Water shall be made available by WCL.

(iv) Repairing/replacement of all defective components and sub-components of the system as per the requirement to ensure proper operation of the system:

(a) In case of any defect or breakage of the component due to normal wear and tear of any equipment, contractor shall repair / replace the same at his own cost.

(b) In case of any damage or breakage of the component due to damages, malfunctions or service failures caused by force majeure conditions such as riots, earth quakes, fire and sabotage, contractor shall repair / replace the same at user cost.

(c) Whenever a complaint is lodged by the user at site, the contractor shall attend the same within a 24 hrs and the system should be repaired/ restored/ replaced within 4 days.

(d) If any parts / spares / component is replaced, the old parts so removed is the property of maintenance contractor.

(v) Necessary maintenance spares for five years trouble free operation shall also be supplied and replaced.

(vi) Comprehensive maintenance also includes onsite support for deployment of minimum one service personnel at Nagpur and minimum one visit in a quarter shall be carried out by the maintenance engineer as a preventive periodic maintenance.

(vii) Comprehensive maintenance holder shall maintain a joint record for fault report from time to time against the emergency / service visits of the subject system, which shall be duly certified by the concerned engineer indicating the nature of the fault, date of report and date of rectification. One copy of the joint visit must be submitted to the concerned engineer. Complete reports shall be submitted along with the bills for the period of claim on satisfactory completion of Comprehensive maintenance tenure. No hike in the rates during the tenure of the maintenance contract is entertained.

(viii) WCL reserves the right to terminate the contract at any time of the tenure.

11 . Pre-contract Integrity Pact:- Names, Full Address, Phone no and email Id of the Independent External Monitors applicable for this Tender are indicated below. Bidders have to upload the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact along with the offer.

SL No	NAME OF THE IEM	ADDRESS	Email Id	Mobile No
1	Shri. A K Mohapatra, IFS(Retd)	Flat no: 201, Manjusha Manor, Plot no: N3/382,IRC Village, Bhubaneswar- 751015	amiyaiifs@gmail.com	9437002530 8249180328
2	Dr.(Ms) Nivedita Haran, IAS(Retd)	P23 IFS Villas, P-6, Builders Area, Greater Noida- 201310	nharan@gmail.com	8943440525

12. Input Tax Credit on GST :WCL shall avail Input Tax Credit against GST, as per rule.

13. Method of Evaluation: The tendered item includes 5 years comprehensive Maintenance Contract (CMC) beyond the warranty period of five years . Bidder should enter prices in BOQ. For GST and other charges (if any) only absolute value should be quoted (%age should not be indicated). Net present Value of total CMC for 5 (Five) years after completion of 5 years of warranty period shall be considered for the purpose of determining the L-1 bidder. For arriving Net Present value of CMC charges of various years, the quoted annual price shall be discounted by 12.15% interest rate p.a. (Prime Lending Rate, as on 10.06.2020). The following discounting factors shall be used for the purpose which is part of BOQ:

CAMC	Discounting Factor for the Purpose of NPV
Comprehensive Annual Maintenance Contract Charges for 1 st year after completion of Guarantee/Warranty Period	0.5636
Comprehensive Annual Maintenance Contract Charges for 2 nd year after completion of Guarantee/Warranty Period	0.5026
Comprehensive Annual Maintenance Contract Charges for 3 rd year after completion of Guarantee/Warranty Period	0.4481
Comprehensive Annual Maintenance Contract Charges for 4 th year after completion of Guarantee/Warranty Period	0.3996
Comprehensive Annual Maintenance Contract Charges for 5 th year after completion of Guarantee/Warranty Period	0.3563

14. List of Documents to be submitted by the bidders

1. Documents related to EMD Payment / Exemption of EMD.
2. Documents related to Eligibility Criteria of the Bidder.
3. Self-certificate for Local Content **as per format indicated at Annexure -10**
4. Documents related to Provenness Criteria of the Bidder.
5. Documents related to Purchase Preference / Relaxation Norms (if claimed)
6. GST Registration Certificate of the Bidder.
7. Declaration Certificate as per format indicated at Annexure -6
8. Bank Mandate as per format indicated at Annexure -7
9. Non Banning / delisted / debarred / put on holiday certificate as per format at Annexure- 8
10. Lowest Price Certificate as per format indicated at Annexure – 13
11. Format for certificate regarding procurement from a bidder of a country which shares a land border with India (mandatory) ANNEXURE- 15
12. Any other document / certificate as required as per the NIT / TPS / CPS

Contact Persons:

For technical matters : Smt Kriti Garg, Dy. Manager(E&M)(-Ph: 8275970086

For commercial matters: Shri. Ashish Nagarkar, Dy Manager(MM) – Ph: 8275970186

However, any clarifications in this tender shall be sought through e-tendering portal only, within the stipulated time.

For & on Behalf of WCL

SECTION – V
SCHEDULE OF REQUIREMENTS

NIT Sl no	ITEM DESCRIPTION	QUANTITY
1	SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE AND CMC FOR A PERIOD OF 5 YEARS OF 325 KWp CAPACITY GRID CONNECTED SOLAR PV POWER PLANT WITH NET METERING - Location: WCL HQ	1 Set
2	SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE AND CMC FOR A PERIOD OF 5 YEARS OF 75 KWp CAPACITY GRID CONNECTED SOLAR PV POWER PLANT WITH NET METERING - Location: Indora Complex	1 Set

SECTION -VI

Technical Specifications:

The detailed Technical Specifications are indicated in the Technical Parameter Sheet (TPS) which is available in the e- procurement Portal. The bidders should download the TPS from the e-procurement portal and fill all the requisite details, comply with the technical requirements and agree to the specific technical parameters and upload the complied TPS in e-procurement portal. Non-compliance of any of the parameter of Technical specification will disqualify the bidder.

SECTION – VII

STANDARD FORMATS

ANNEXURE- 1 - PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

ANNEXURE – 2 - Security Deposit Bank Guarantee Format

ANNEXURE – 3 - Performance Bank Guarantee Format

ANNEXURE – 4 - General Conditions of Contract (GCC)

ANNEXURE – 5 Pre-Contract Integrity Pact

ANNEXURE – 6 DECLARATION CERTIFICATE Format (mandatory)

ANNEXURE – 7 Bank Mandate Format (mandatory)

ANNEXURE – 8 BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS DECLARATION Format (mandatory)

ANNEXURE - 9 FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF LOCAL SUPPLIERS

ANNEXURE – 10 FORMAT FOR SELF CERTIFICATE FOR LOCAL CONTENT (mandatory)

ANNEXURE – 11 UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF LOCAL SUPPLIERS

ANNEXURE – 12 - Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product.

ANNEXURE – 13 Lowest Price Certificate (mandatory)

ANNEXURE - 14 Self-certificate for Performance

ANNEXURE- 15 Format for certificate regarding procurement from a bidder of a country which shares a land border with India (mandatory)

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria, as per cl no: 23G of the NIT)

Reference : CIL/Subsidiary Co. _____ Tender No. _____

Date _____ for _____ supply
of _____

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

(Signature of Tenderer)

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

Security Deposit Bank Guarantee Format

Re : Bank Guarantee in respect of Agreement dated.....Day of.....20.....between.....(Name of Purchaser Company) and.....(Name of Supplier Company) Messers a Company / Firm having its office at No. hereinafter called the Contractor has entered into an agreement dated.....(hereinafter called 'the said agreement') with.....(Name of the Purchaser Company) hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

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

The..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

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

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

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

Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee,.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason

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of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company out of the said advance of Rs..... and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till theday ofand unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the

Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

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

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001,Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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

Place

Signature of the authorized person

For and on behalf of the Bank

Performance Bank Guarantee Format

Re : Bank Guarantee in respect of Agreement dated.....Day of.....20.....between.....(Name of Purchaser Company) and.....(Name of Supplier Company) Messers a Company / Firm having its office at No. hereinafter called the Contractor has entered into an agreement dated(hereinafter called 'the said agreement') with.....(Name of the Purchaser Company) hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

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

The..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

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

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

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of.... but if the period of agreement is extended either pursuant to the

provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in

respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor and discharges the guarantee,.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from time to time or to postpone for any time or from time to time any of the powers

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Supply of Solar PV Power Plant

exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till theday of.....and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

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

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001,Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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

Place

Signature of the authorized person

For and on behalf of the Bank

General Conditions of Contract (GCC)

1. Definitions

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

otherwise requires, the following terms shall be interpreted as indicated below:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) **"GCC" means the Conditions of Contract contained in this section;**
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) **"Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.**
- o) **"Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.**
- p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
- q) **"Materials" shall mean anything used in the manufacture or fabrication of the stores.**
- r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) **"Site" mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.**
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.

- v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.
- x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
- z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
- aa) "Particulars" shall mean the following:
 - i) Specifications;
 - ii) Drawing;
 - iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v) Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi) Proprietary make denoting the product of an individual manufacturer;
 - vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

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

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

5. Patent Rights

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

6. Security Deposit

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Performance Bank Guarantee

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

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

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

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

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

7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/equipment(s).

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

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

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

8. Inspections and Tests

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

8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may

think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

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

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

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

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

9. Packing and Marking

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

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

9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary words like 'Fragile' 'Handle with care'.

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

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

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

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

10. Delivery and Documents

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

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

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

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

(a) For Imported Goods:

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

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

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

(b) For Domestic Goods from within India:

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

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

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

11. Insurance

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

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

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

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

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

12. Transportation

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

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

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

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

13. Warranty

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

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

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

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

14. Payment

14.1. Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in Chapter-22.

14.2. Payment for Indian Agency Commission

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

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

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

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

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

15. Changes in Order

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

- a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) the method of shipment or packing;
- c) the place of delivery; and/or
- d) the place of Services to be provided by the Supplier.

16. Contract Amendments

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

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

18. Subcontracts

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

19. Delays in the Supplier's Performance

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

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

19.3. Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery

obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages

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

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

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

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

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

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

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

20.2. For the purpose of the calculation of the liquidated damages amount, the basic FOB Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when

prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

21. Termination for Default and breach of contract

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

- (a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- (c) If the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

21.2. For the purpose of this Clause:

- (i) **“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and**
- (ii) **“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.**

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

22. Force Majeure

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

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

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

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

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

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

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

“If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter

referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. ”

23. Termination for Insolvency

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

24. Termination for Convenience

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

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

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

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

26. Taxes and Duties

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

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

27. Limitation of Liabilities

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

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

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

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

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

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

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS- 1835 dated 22.05.2018.”

29. Progress Reports

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

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

30. Provisions of CIL's Purchase Manual

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

31. Applicable Law

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

32. Jurisdiction of Courts

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

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

33. Notices

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the addresses of the Purchaser and the Supplier (as indicated in the Contract / Order)

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

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

Pre-Contract Integrity Pact

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 - Commitments of the Buyer / Principal

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

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

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

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

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

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

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

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

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

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

c. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines of Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian Agents of Foreign supplier shall be as per the provisions at Annexure I of this document.

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

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts.

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

- (1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months to maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available fact and evidences within his / her knowledge concludes that there is reasonable ground to suspect violation of any commitment listed under Section 2 ie. “ Commitments of Bidder(s) / Contractor(s)
- (3) The bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the bidder / contractor / supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the contract liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The bidder declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “ Guidelines on Banning of business dealings”.

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

- (1) In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity pact by the Sub-Contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / She reports to the Chairman, Coal India / CMD, Subsidiary Companies.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on “ Non- Disclosure of Confidential Information” and of “ Absence of Conflict of Interest” . In case of any conflict of Interest arising at a later date, the IEM shall inform Chairman, Coal India Ltd / CMD Subsidiary Companies and recuse himself / herself from that case .
- (5) The Principal will provide the Monitor sufficient information above all meeting among parties related to the Project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices or believes to notice a violation of this agreement he / shee will so inform the management of the Principal and request the Management to discontinue or take corrective action or to take other relevant actions. The monitor can in this regard submit non binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies a substantiated suspicion of a offence under relevant IPC / PC Act and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc shall be outside the purview of IEMs
- (5) In the event of any contradiction between the Integrity pact and its Annexure, the clause in the Integrity Pact will prevail.

Section 11 - Facilitation of Investigation

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

Section 12 – Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

Section 13 – Other Legal Actions

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

For & on behalf of the Principal

For & on behalf of the Bidder / Contractor

(Office Seal)

(Office Seal)

Place: Nagpur

Date -----

Witness 1:
Name and Address

Witness 2:
Name and Address

Annexure – i (part of Integrity pact)

Guidelines for Indian Agents for Foreign Supplier **(NOT APPLICABLE FOR THIS TENDER)**

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

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

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

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

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

4. The payment of Indian Agency Commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time . The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

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

i) . Foreign Principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.

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

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

5. Agency Commission, if any shall be paid in equivalent Indian Rupees.

DECLARATION CERTIFICATE

We do hereby declare that the contents of the offer submitted against this tender have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment / information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

- i) I / We _____ Directors / Partner / Legal Attorney / Proprietor / Accredited representative of M/s. _____ declare that we are submitting our tender for the supply of materials vide our offer no _____ dt. _____
- ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.
- iii) All documents / credentials submitted along with the tender are genuine, authentic, true and valid.
- iv) If any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and blacklisting of my / our firm and all partners of the firm as per the provisions of law.

Date:

Signature of Bidder

Seal of the firm

MANDATE FORM

(Account/s Information form)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/
NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR
RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER :

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK ACCOUNT DETAILS :

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS,	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account of the Beneficiaries (vendor) must be in the name of the Firm as appeared in the tender.	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(.....)

Signature of Vendor

Date :

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

(Bank's Stamp)

(.....)

Signature of Authorized signatory of the Bank

Tender No. WCL-Hq-Pur-asn-ra-e084-2020-21

Supply of Solar PV Power Plant

Tender Reference no:

ANNEXURE – 8

**BANNED OR DELISTED OR DEBARRED OR PUT ON HOLIDAY SUPPLIERS
DECLARATION**

This is to certify that we have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.

Date:

Signature of Bidder

Seal of the firm

FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF LOCAL SUPPLIER

(to be typed on the Principals letter head and should be pre dated (prior to tender opening date and properly signed)

To

General Manager (MM)
Western Coalfields Ltd

Dear Sir.

Against the Tender no: _____, we hereby authorize M/s. _____ to participate in the tender and submit the offer and enter into contract / Supply order, on our behalf. This authorization is valid till the successful completion of supplies against this tender.

We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly/ market our products to any organization. If, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest..

2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.

3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.

4. The price quoted by our authorized agent will not exceed the price which we would have quoted.

5. In the event of placement of order on our authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.

6. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action

Signature of Authorized signatory of Principal

Date:

Seal of the firm

SELF CERTIFICATE TOWARDS LOCAL CONTENT

(to be submitted by the Local supplier as per cl no: 23H of the Section III of the NIT)

Tender reference:

(1) This is to certify that we fall in the category of Class I Local Supplier and the Goods offered by us against this tender has the local content equal to or more than 50%. The details of Location(s) at which the Local value addition is made are as under:

or

(2) This is to certify that we fall in the category of Class II Local Supplier and the Goods offered by us against this tender, has the local content of more than 20% but less than 50%. The details of Location(s) at which the Local value addition is made are as under:

Value addition is done at the following location:

Address of Location / Factory _____

Authorized Signatory of

Local Supplier

Date:

Seal of the firm

(Note: 1. To choose any one above condition, as applicable)

2. The above certificate needs to be issued through statutory auditor or cost auditor or from a practicing cost Accountant or practicing Chartered Accountant if the tender value being more than Rs. 10.00 Crores as per NIT.

UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF LOCAL SUPPLIERS
(to be typed on the Indian agent letter head)

To
General Manager (MM)
Western Coalfields Ltd

Dear Sir.

Against the Tender no: _____, we have quoted as the authorized dealer / indian agent of M/s. _____ who is the manufacturer of the offered products. We confirm that we will be responsible for all the contractual obligations including the quality aspects, replacement of parts / items , warranty / guarantee obligations and also provide the after sales and services.

We have submitted the following documents.

1. Tender specific authorization from the Principal including the specific confirmations as required as per the terms of the NIT.
2. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items alongwith the certificate for Local content issued by the Local Supplier
3. The self attested copy of the documents to prove that our business entity is existence for 3years on the date of tender opening.

Signature of Authorized Dealer / Indian Agent

Date:

Seal of the firm

Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp Paper

Date:

I _____ S/o, D/o, W/o _____, Resident
of _____ do hereby solemnly
affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: 33(3)/2013-IPHW dated 23.12.2013.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No..... wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Electronic Product for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the electronic product
- xii. List and total cost of inputs which are domestically sourced. Please attach value addition certificates from suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

Tender No. WCL-Hq-Pur-asn-ra-e084-2020-21

Supply of Solar PV Power Plant

For and on behalf of

(Name of firm/entity)

Authorized signatory

(To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No>

Tender No. WCL-Hq-Pur-asn-ra-e084-2020-21
Tender Reference no:

Supply of Solar PV Power Plant

ANNEXURE - 13

LOWEST PRICE CERTIFICATE

This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization.

Date:

Signature of Bidder

Seal of the firm

Ref. No.....Dt.....

Format for self-certification of Performance
(On the Letter Head of Bidder)

Tender No.

We certify that the items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for period of not less than twelve (12) months and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending:

Sl no	Item Description	Purchase Order/ Rate Contract No.	Purchase Order/ Rate Contract Date (in DD/MM/YYYY format)	Date of Supply (in DD/MM/YYYY format)

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

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

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

Name & Signature of bidder:

Designation:

(Seal of the Bidder)

ANNEXURE - 15

CERTIFICATE

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance, under F.No.6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”

OR

However, if any Local Supplier falls in the category of bidders as indicated in the Definitions clauses at cl no: 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020, should submit the certificate as under:

“ We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandums issued by Department of Expenditure, PPD, Ministry of Finance under F.No.6/18/2019-PPD and we hereby certify that our firm is from such a country and has been registered with Competent Authority (specified in Annexure -I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith”

Signature of Local Supplier / Bidder

Date:

Seal of the firm

Note.

- 1. To choose any one above condition, as applicable)***
- 2. In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above mentioned certificates***