



(UNDER JURISDICTION OF BAIKUNTHPUR/BILASPUR COURT ONLY)
SOUTH EASTERN COALFIELDS LIMITED
(A Govt. of India Mini Ratna Enterprise)

OFFICE OF THE GENERAL MANAGER ,BAIKUNTHPUR AREA
P.O. Baikunthpur-497 335, Dist. Korea, Chattisgarh.
MATERIALS MANAGEMENT DEPARTMENT
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PROVISIONAL GST REGISTRATION NO. 22AADCS2066E9ZL

Regd. Office: Seepat Road, Bilaspur (CG) 495006. CIN: U10102CT1985G01003161. Website: www.secl.gov.in

NOTICE INVITING TENDER (DOMESTIC)
For procurement through E-Tendering

TENDER NO. SECL/BKP/MMW/Load_Cell/18-19/195 Dt. 26.02.2019

I	The offers are invited for Supply of Load Cell as per the scope of supply / technical specification, Eligibility Criteria, General terms and conditions etc. as per attached Annexures and also terms & conditions given below :	
II	DETAILS OF TENDER :	
	a) MODE OF TENDER	ON LINE BIDDING SYSTEM (Pl. visit Coal India Limited- e Tenders portal http://coalindiaticenders.nic.in)
	b) ESTIMATED VALUE OF TENDER	INR 4,18,098.00
	c) TENDER FEE	NIL
	d) EARNEST MONEY DEPOSIT	INR 8,362.00 for Indian bidders (through ONLINE mode only)
	e) Tender Publishing date & time	26.02.2019 18:00 Hr.
	f) Document download start date & time	26.02.2019 18:00 Hr.
	g) Seek clarification start date & time	26.02.2019 18:00 Hr.
	h) Seek clarification end date & time	03.03.2019 18:00 Hr.
	i) Bid submission start date & time	26.02.2019 18:00 Hr.
	j) Closing date & time for online submission of Bid along with EMD (Online/NEFT/RTGS)	18.03.2019 15:30 Hr.
	k) Date and time of Bid opening	19.03.2019 16:00 Hr.
	NOTE: 1. In order to submit the bid, the bidders have to get themselves registered online on the e- procurement portal of CIL http://coalindiaticenders.nic.in with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person. 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 on-line undertaking in support of the authenticity of the declarations	

- regarding the facts ,figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed /accepted.
2. The bidders who are not eligible for EMD exemption and fail to submit the required EMD (through ON LINE mode) as per procedure indicated in **Clause No. III G**, will not be considered.
In case bidders are eligible for exemption of EMD as per **EARNEST MONEY DEPOSIT Clause No. III G.**, bidders have to upload EMD exemption documents Online.
 3. **It is essential for the bidder to respond to all terms and conditions indicated in the tender available for on-line bidding. Offers should comply all the NIT terms & conditions . Bidders has to make sure that 'Eligibility-Overall' cell against items they intend to quote indicate 'COMPLIED' in Technical cum Commercial Parameter sheet, failing which the freezing of online bid will not be successful.**
Bidders will be able to freeze their bid only after successful transaction of EMD. Hence Bidders are advised to deposit the specified amount of EMD well in advance before the due date and time for submission of online offer, failing which the freezing of online bid will not be successful.
 4. 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 participating bidders.
 5. 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.
Bidders have to regularly (i.e once in a day) Check website i.e., <http://coalindiatenders.nic.in>. for corrigenda relating to concerned tender , if any
 - 6 . The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website of <http://coalindiatenders.nic.in> / tender document failing which the offer is liable for rejection.
 7. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
 8. The bidder may seek clarification on-line within specified period. His identity will not be disclosed by the system. The department will clarify as far as possible **the relevant queries of bidders**. The clarifications given by the department will be visible to all the bidders intending to participate in that tender. 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 on-line will be 7(seven) days before the last date of submission of bid.

Note:

No queries will be entertained after stipulated date. Bidders may also note that queries which are not received online through e-tender portal will not be entertained.

Queries/clarifications submitted through offline mode/e-mail will not be entertained.

	9. Clauses /Paragraphs which are struck off , are not applicable for current Tender .
III	INSTRUCTIONS TO BIDDERS : The requirements for submission of the Bids On-line are indicated in the Annexure-F. for the information of the bidders
A	All entries in the bid should be entered in on-line submission form without any ambiguity.
B	Tender can not be accessed on-line after the DUE DATE and TIME of submission stipulated above.
C	Any supply order issued against this tender enquiry shall be governed by the terms and conditions in supply order , subject NIT and CIL Purchase manual & its subsequent amendments which are also available at CIL website.
D	Where terms and conditions have been offered by the supplier other than that specified in NIT, the purchase shall not be governed by such terms unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.
E	SECL reserves the right to cancel the tender enquiry or extend the due date of submission / opening of off-line documents / on-line bid without assigning any reason thereof.
F	SECL reserves the right to vary the quantity of any or all the tendered items. However, increase/ decrease in the tender quantity will be restricted to a maximum of 20%.
G	<p>EARNEST MONEY DEPOSIT:</p> <p><u>EARNEST MONEY DEPOSIT:</u></p> <p>a) The value of Earnest money to be deposited by the tenderer shall be as mentioned in the NIT. Bidders will be able to freeze their bid only after successful transaction of EMD. Hence Bidders are advised to deposit the specified amount of EMD well in advance before the due date and time for submission of online offer, failing which the freezing of online bid will not be successful.</p> <p>b) The requisite EMD amount need to be submitted online ONLY through e-procurement portal by “Net Banking”/ or through NEFT by generating chalan from e-procurement portal.</p> <p>c) 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. In case of ‘NEFT’ EMD may be deposited through the challan generated by the system to the designated Bank A/c.</p> <p>d) 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.</p> <p>e) Freezing of Bid can be done only after completion of EMD submission process.</p> <p><u>Note:-</u></p> <p>Physical mode of payment of EMD i.e Banker cheques, Demand drafts etc is not acceptable.</p> <p>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.</p> <p>In case of exemption of EMD, the scanned copy of documents in support of exemption will have to be uploaded by the bidder during bid submission.</p> <p>The EMD of unsuccessful bidders will be refunded immediately after bidder is declared</p>

	<p>unsuccessful. EMD shall be forfeited, if any tenderer withdraws their offer before finalization of the Tender or fails to submit order acceptance within 15 (fifteen) days from the date of order. For successful bidders, EMD shall be refunded after deposition of Security Deposit.</p> <p>The bidders should submit MANDATE FORM for e-payment, if not submitted earlier, as per the format given at Annexure- I for Electronic Fund Transfer.</p> <p><u>EXEMPTION FROM EMD:</u> Submission of EMD shall be exempted in case of the following firms :</p> <ol style="list-style-type: none"> 1. Any Central / State Government Organization / PSU shall be exempted towards submission of EMD. 2. Firms registered with DGS&D / Ancillary units of SECL for tendered items shall also be exempted from submission of EMD against submission of valid registration certificate. Copies of DGS&D/Ancillary Registration submitted by the bidders should be duly attested by Notary Public. 3. 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) are eligible for exemption of EMD , on submission of notarized copy of document in support of their MSE status to make them eligible for benefits listed under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued by Govt. of India Policy. However these firms are not eligible for exemption of Security Deposit. <p>(1)NOTE: As per Office memorandum Number F. No. 22(1)2012-MA dated 24/10/2016 issued by Additional Industrial Advisor, Ministry of Micro Small and Medium Enterprises (Govt. of India), the policy is meant for procurement of only goods produced & services rendered by MSEs. Traders/Suppliers are excluded from the purview of public procurement policy. Hence traders/Suppliers are not eligible for EMD exemption on the basis of having MSE registration/Udyog Aadhar Memorandum.</p> <p>(2)NOTE: As per Office Order No. F-5/4/2018-PPD Dt. 28/02/18 of Department of Expenditure, Ministry of Finance, Govt. of India it is mandatory to register Udyog Aadhar Memorandum (UAM) by MSE vendors on Central Public Procurement Portal (CPPP). <u>In line with above all MSEs claiming benefits for being MSE are required to mandatorily submit their confirmation that their UAM has been registered on CPP Portal.</u> MSEs failing to register on CPP Portal will not be extended any benefits as per Public Procurement Policy for Micro & Small Enterprises (MSEs) Act, 2012.</p> <ol style="list-style-type: none"> 4. Following category of bidders are also exempted from submission of EMD in case of <u>tenders for supply of spares</u> only: <ol style="list-style-type: none"> (1)Overseas OEMs/OPMs/their Indian authorized dealer/ distributor/ sole selling agents (2) Companies participating on behalf of the overseas principals for non proprietary items. <p>Tenders not submitted along with requisite EMD and are not eligible for exemption will be considered as unresponsive and will not be considered further.</p>
H	<p>Contents of e tender document : Following documents are displayed on Coal India Limited- e Tenders portal http://coalindiatictenders.nic.in</p> <ol style="list-style-type: none"> A) NIT Document: This will contain Notice Inviting Tender containing details of tender including instructions for submission of offers , terms of tender ,Formats of declarations etc B) Work Item Documents: This portion contains formats / templates like Technical cum

	<p>Commercial Parameter Sheet, BOQ or price bid etc. Bidders will have to down load these documents and furnish required information on these files and upload the same files during bid submission.</p>
I	<p>METHODOLOGY OF SUBMISSION OF TENDER :</p> <p>i) Letter of Bid: The format of Letter of Bid (as given in the NIT at Annexure - G) will be downloaded by the bidder and will be printed on Bidder's letter head and duly 'Signed (with Stamp)' scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.</p> <p>The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required. 2. In case the bidder who has signed LOB is not the DSC holder, then the authorization on non - judicial stamp paper duly notarized as per format (given in Annexure - H) by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid. 3. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. <p>ii) The bidders must submit their offer i.e. Cover No.1 and Cover No.2 through ON LINE bidding up to the scheduled time and date.</p> <p>iii) The bidders will have to upload scanned copies of various documents required for eligibility and all other documents as specified in NIT , in cover No.1 and "Price-bid" in Cover No. 2 .</p> <p>iv) GTE (General Technical Evaluation): Bidder has to accept all clauses of GTE .</p> <p>v) Technical cum Commercial parameter Sheet : 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:</p> <ol style="list-style-type: none"> (i) 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. (ii) 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. <p>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</p>

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

vi) Cover No. 1 :

Scanned copies of following documents as per requirements of the NIT and as specified in the templates are to be uploaded as Other Important Document in the e-tendering system and then attached with the PART I offer while submitting the offer online.

- (i) Letter of Bid, Authorizations, Declarations, fitment certificate (wherever applicable) etc required as per NIT & Technical cum commercial parameter sheet.
- (ii) Details of EMD payment /EMD exemption certificate duly self-attested & notarized, if applicable.
- (iii) Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory (If applicable).
- (iv) Proof of Manufacturer (DIC/NSIC/DGS&D/SSI /Any other document issued by Govt. Agency for tendered items) duly self-attested and notarized (if applicable).
- (v) Document substantiating the manufacturing status of principal is to be submitted duly attested & notarized (applicable for authorized dealer)
- (vi) Copy of GST Registration certificate duly self-attested, if applicable.
- (vii) Copy of exemption certificate towards GST duly self-attested, If applicable
- (viii) Copy of complete set of NSIC registration certificate, duly self-attested and Notarized if applicable.
- (ix) Copy of complete set of DGS&D registration certificate clearly indicating the list of registered items and underlining the tendered items, covered under registration, duly self-attested and Notarized if applicable.
- (x) Copies of supply orders and proof of supply like copy of dispatch challan, Invoice copy etc for tendered items duly self-attested, as listed in the past supply details of techno-commercial bid submitted on-line.
- (xi) Tender specific Authorization letter by Foreign / Indian principal in case Indian agent/distributor /dealer is participating in this tender, if applicable.
- (xii) Copy of agency agreement and commission payable in case of Indian agent involvement in the tender, if applicable.
- (xiii) As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors shall confirm their Registration Number along with the name of their Registering Authority and attach a duly self certified complete copy of the valid registration certificate ,If applicable .
- (xiv) Certificate for Indigenous content (if applicable).
- (xv) IN CASE BANNED / DE-LISTED DETAILS /DOCUMENTS TO BE SUBMITTED (IF APPLICABLE).
- (xvi) Other documents required as per NIT / to be submitted by the bidder, if any.
- (xvii) All the documents confirming to the Eligibility Criteria of NIT.

NOTE:

1. Bidders are requested to upload all the attachments /documents in a single PDF Format.
2. Tenderers must ensure copies of NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other Statutory documents required to be uploaded with offer should be duly attested by PUBLIC NOTARY.

3. Price should not be disclosed in any manner in Cover-I.

vii) Cover No. 2 : will contain only PRICE BID/BOQ.

The Format of Price bid/ BOQ which is in excel format will be downloaded by the bidder and he will quote the rates and duties etc. for his offered items on this Excel File. Thereafter, the bidder will upload the same Excel file during bid submission in Cover No.2. The price bids of the tenderers will have no condition.

NOTE: The price for determining status of the bidders shall be automatically calculated by the system based on the inputs values provided by respective bidder in their price bid. Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as Included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. SECL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left Blank.

vii) Bid Currencies:

The prices shall be quoted in INR i.e. Indian Rupee.

viii) 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. Bidder may withdraw their bids online within the end date of bid submission.

ix) Language of Bid

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

J) **OPENING OF e-TENDERS :**

- The offers will be opened on the pre-scheduled date and time of tender opening ***subject to receipt of at least 3(Three) bids. In case 3(Three) bids are not received within originally stipulated time, the due date of tender shall be extended by two(02) days*** automatically by the system.. ***Further, in case even after one extension of due date by two(02) days, still there are less than 3(Three) bids received, the tender may again be extended by another five(05) days*** automatically by the system.

However, no separate paper publication of such corrigendum shall be required. The tender may be considered for opening only when at least (3) three bids have been received against the tender. In case even after granting two extensions, less than 3 bids are received, tender shall be considered for opening. However, above stipulation for minimum 3 bids shall not be applicable in case of issue of single tenders/ proprietary tenders. In case no offers are received, tender will be cancelled with competent approval. The Bidders may view the bid opening online remotely on their personalized dash board.

	If due to unavoidable / unforeseen circumstances and also if bid opening date falls on a holiday, the <u>online bid</u> will be opened on the <u>next working day at the same time</u> and e-reverse auction also will also be carried out (tentatively) on the same day of tender opening .							
K	<p>Evaluation of Bid:</p> <p>i. The online bids will be opened on the pre-scheduled date and time of tender opening. The bids will be decrypted on-line and will be opened by the “Bid Opener” with their Digital Signature Certificates and upon opening of the tender by the bid openers, system automatically evaluates particulars as contained in GTE, TPS and other commercial parameters (combined with TPS).</p> <p>ii. Upon opening of the bids, GTE, TPS, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices is generated by the system.</p> <p>iii. The L-1 price in INR will be declared by the system, based on the comparative statement so generated. The L1 price is landed/cost to the company price as indicated in clause No.s 4.1 & 4.2 of clause NO. IV. COMMERCIAL TERMS AND CONDITIONS of N.I.T.</p> <p>iv. 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.</p> <p>v. Supporting documents of L1 bidder shall be downloaded and evaluated by the Tender Inviting Authority.</p>							
L	REVERSE AUCTION: (Applicable/Not applicable)							
M	<p>Shortfall Documents / Confirmatory Documents: After evaluation shortfall documents/ Confirmatory Documents, if required, shall be sought from the L1 bidder. These documents shall not be relating to submission of EMD. Request for documents and the response shall be in writing. No modification of the bid and any form of communication with SECL or submission of any additional documents, not specifically asked for by SECL, will be allowed and even submitted they will not be considered by the purchaser.</p> <p>For this purpose, maximum 02 chances, First chance will be 7x24 hours duration and Second Chance will be 5x24 hours duration. The above documents will be specified on-line under the link ‘Confirmatory Documents, by evaluator, indicating the start date and end date for online submission by bidder. The bidders will get this information on their personalized dashboard under “Upload Confirmatory Documents /Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period. SECL reserves the right to verify any of the documents uploaded by the bidder at any stage.</p> <p>i. If the techno-commercial acceptability of L1 bidder is established upon verification of uploaded documents and shortfall documents/ Confirmatory Documents if any, the case shall be considered for further evaluation. If the L1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and shortfall documents/ Confirmatory Documents obtained if required. This process shall continue sequentially till techno-commercially acceptable L1 is established.</p> <p>ii. The following penalties shall be imposed on the defaulting bidders:</p> <table border="1"> <thead> <tr> <th>Sl.</th> <th>Situation</th> <th>Penal Provisions</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>L1 bidder is a defaulter for part of items for which he is L1</td> <td>50% of EMD amount or Rs. 1.00 Lakh whichever, is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be</td> </tr> </tbody> </table>		Sl.	Situation	Penal Provisions	1.	L1 bidder is a defaulter for part of items for which he is L1	50% of EMD amount or Rs. 1.00 Lakh whichever, is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be
Sl.	Situation	Penal Provisions						
1.	L1 bidder is a defaulter for part of items for which he is L1	50% of EMD amount or Rs. 1.00 Lakh whichever, is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be						

		asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
2.	L1 bidder is a defaulter for all the items for which he is L1	100% of EMD amount or Rs. 1.00 Lakh whichever, is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
3.	L1 bidder happens to be a defaulter in 2 tenders issued by the same procurement entity within a span of 01 year	100% of EMD amount of 2 nd tender, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year.
<p>Note:</p> <p>1. The penal provisions will be squarely applicable to all those defaulter firms whose documents are examined on account of treating them as L1 successively.</p> <p>2. The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of the Purchase Manual.</p> <p>3. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.</p>		

IV	COMMERCIAL TERMS AND CONDITIONS : Bidders are requested to read carefully following terms and conditions. <u>It is essential for the bidder to un-conditionally accept all the terms and conditions indicated below:</u>
1	INTEGRITY PACT (Applicable/Not Applicable) :
2	PRICE : BOQ/Price Bid shall be submitted through Enterprise Procurement System (EPS) through Internet. For the bidders from India, price quoted should be Firm and on FOR DESTINATION basis, for delivery up to any Regional/ Central Stores of SECL. The prices should be quoted in the specified format available on-line.
3	<p>TAXES AND DUTIES :</p> <p>I) Goods and Services Tax (GST): GST will be payable extra as per prevailing GST Rules. Bidders have to clearly indicate GST rates 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)</p> <p>The Bidder shall confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer.</p> <p>II) (i) Bidder shall provide details of their GSTIN.</p>

	<p>(ii) South Eastern Coalfields Limited (SECL)'s state-wise GSTINs (provisional) are indicated below :</p> <p>Chhattisgarh State GST NO - 22AADCS2066E9ZL MADHYA PRADESH GST NO - 23AADCS2066E1ZR WEST BENGAL GST NO - 19AADCS2066E1ZG</p> <p>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.</p> <p>IV) Input Tax Credit (ITC) can be availed in case of consignment imported directly by SECL 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 SECL.</p> <p>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.</p> <p>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.</p> <p>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 SECL. 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 SECL to avail Input Tax Credit (ITC) as per eligibility under GST. In case SECL is unable to avail ITC or any liability arises to SECL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by SECL shall be recovered from supplier.</p> <p>VI) <u>Anti-Profiteering Clause</u>: Bidders shall confirm that "Any reduction in rate of tax, on any supply of goods or services, or the benefit of Input Tax Credit, shall be passed on to the SECL by way of commensurate reduction in prices" As per the provision of GST Act.</p> <p>VII) Suppliers of Goods/Services shall make all out efforts to comply with the provisions under GST Act and Rules thereunder and also shall strive to maintain high compliance rating score under GST during the period of contract with SECL.</p>
4	<p>Evaluation of Price: The prices quoted shall be normally compared on FOR Destination price basis, which includes packing and forwarding charges, freight, insurance, Taxes, Duties etc. payable in each case, as applicable on the date of opening of price bid, after taking into account set off against available Input Tax Credits, (i.e. cost to the company) basis. Conditional discounts, 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.</p>
4.1	<p>Evaluation of Price for bids in INR : The rate should be quoted by the bidders from India in Indian Rupee on FOR Destination basis, which may be any Regional / Central Stores of SECL as mentioned in consignee particulars of N.I.T.</p> <p>The bidder should indicate the following in <u>PRICE BID/BOQ</u> at the specified space:</p>

	<p>a) Net Ex-works (Basic Price) b) Packing & Forwarding charges. c) Freight charges. d) Transit Insurance charges e) Other charges if any f) Any other taxes / duties as legally leviable should be spelt out clearly by the bidder. g) IGST/ CGST & SGST, GST (Compensation to State) Cess as applicable should be filled at specified space in the BOQ/Price bid.</p> <p>h) Bidders status/ Category for applicability of GST</p> <p>For taxes / duties % age or amount should be clearly indicated as applicable on the date of offer at specified space in the BOQ.</p> <p>Safe arrival of materials up to destination shall be the responsibility of the supplier.</p> <p>The price for determining status of the bidders shall be automatically calculated by the system based on the inputs, values provided by respective bidder in their price bid after considering setoffs against IGST/ CGST & SGST and GST (Compensation to State) Cess etc. wherever applicable.</p> <p>All bidders should strictly comply with provisions of GST Act to enable SECL to avail ITC and in turn comply with the GST Act.</p>
4.2	EVALUATION OF BIDS OF FOB PRICE:
5.	VALIDITY OF OFFER : The offers made must remain open for acceptance for <u>180 days</u> from the date of opening of tender.
6.	Firm prices: The prices quoted must be FIRM. Prices shall be quoted on FOR destination basis in Indian rupees.
7	<p>PAYMENT TERMS :</p> <p><u>7.1 : FOR EQUIPMENTS AND P&M ITEMS (including initial spares):</u></p> <p>The Bidders from India shall confirm their acceptance of the following Payment Terms:</p> <p>i) 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.</p> <p>ii) Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Project Officer/GM(Excav)/GM(E&M) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.</p> <p>7.2 : FOR ALL OTHER ITEMS :</p> <p>The Bidders from India shall confirm their acceptance of the following Payment Terms: "100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills, whichever is later.</p>

	<p><u>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</u></p> <p>SECL is making payment of Indigenous supplier's bills through Electronic Fund Transfer (EFT). Such Bidders are therefore, advised to indicate their Bank Account number and other Bank Details in their Invoice.</p>
8	<p>8.1 <u>DELIVERY SCHEDULE :</u></p> <p>As per Annexure-A.</p> <p>The date of receipt of materials at our stores shall be treated as the date of delivery for FOR destination contract.</p> <p>Safe arrival of materials up to destination shall be the responsibility of the supplier.</p> <p>Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores.</p> <p>8.2: Excess price recovery in case of orders with preferred delivery period: If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder.</p> <p>8.3.QUALIFYING CRITERIA :</p> <p><u>For Materials other than Equipment (If applicable) :</u> The bidder should be in a position to supply at least 25% of the total quantity for which the tender has been issued, within the specified delivery schedule.</p> <p><u>For Equipments:</u> The bidder should be in a position to supply at least 50% of the total quantity for which the tender has been issued within the specified delivery schedule.</p> <p>Wherever phased delivery schedule is specified in tender and bidder do not offer full quantity, then bidder will be required to supply proportionate quantity in each phase.</p> <p>Please note that the offers not complying to the above delivery requirement shall be considered unresponsive.</p> <p>8.4. DISTRIBUTION OF ORDER (APPLICABLE/NOT APPLICABLE) :</p> <p>In case the above Clause is applicable , the distribution of orders shall be as under :</p> <p>(a)For non R/C items other than Explosives :</p> <p>L-1 tenderer shall be booked upto their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price landed shall be counter offered to L-2 tenderer and after their acceptance L-2 Tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 Tenderer, L-4 Tenderer and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.</p> <p>(b)For R/C items other than Explosives : (Not applicable)</p>

	<p>For the rate contract items where quantum of purchase is substantial and the rate contract holders are to supply the materials to multiple location on as and when required basis, rate contract other than L-1 tenderer may also be considered at L-1 price, defined as under :</p>
9	<p>LIQUIDATED DAMAGES CLAUSE : The bidders will confirm their acceptance of the following :</p> <p>In the event of failure to deliver/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, South Eastern Coalfields Ltd., shall be right:</p> <ol style="list-style-type: none"> a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any stores which the successful 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). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Material Management Division. b) To purchase elsewhere after 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 canceling the supply order in respect of the consignment not yet due for supply or-- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or -- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 9 (a) above except in case of force majeure condition 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, South Eastern Coalfields Ltd., 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. South Eastern Coalfields Ltd, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
10	<p>FORCE MAJEURE CLAUSE: If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of outbreak of hostilities, declaration of embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then SECL may allow such additional time by extending the delivery period as it considered to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by SECL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.</p> <ol style="list-style-type: none"> a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, SECL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply. b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither SECL nor the bidder shall be liable to pay

	<p>extra cost provided it is mutually established that the force majeure conditions did actually exist.</p> <p>c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.</p>
11	<p>PRICE FALL CLAUSE – The Bidder undertakes that it has not supplied/is not supplying similar products systems or subsystems at a price lower than that a offer in the present bid in respect of any other Ministry/Department of the Govt of India or PSU and if it found at any stage that similar product systems or subsystems was supplied by the bidder to any other Ministry/ Department of the Govt of India or PSU at a lower price than that very price with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer if the contract has already been concluded.</p>
12	<p>COMPOSITE GUARANTEE / WARRANTY - The supply shall be covered by the maker's standard guarantee as follows:</p> <p>The supplier shall warrant that the items supplied under the contract / supply order</p> <ol style="list-style-type: none"> 1. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment. 2. Is in accordance with the contract specifications. 3. Shall have no defects arising out of design, materials or workmanship. <p>The supplier shall give a warranty of satisfactory performance of the complete equipments / stores for a period of 12 months from the date of fitment or 18 months from the date of dispatch, whichever is earlier.</p> <p>The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use , arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so . If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by supplier without any extra cost to SECL.</p> <p>In the event of any defects in materials / design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective items will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock items to take care of warranty failures.</p> <p>The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total stores so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite stores. You will also replace the defective items, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.</p> <p>The bidder will be required to stock items to take care of warranty failures. Items should be available within 2 weeks of the breakdown being intimated to them. The guarantee / composite warranty shall be submitted along with the bill. Warranty replacement in case of overseas OEMs/OPMs shall be made on FOB Port of Shipment basis.</p>

13	<p>SECURITY DEPOSIT: The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of F Bank Draft / Bank Guarantee within 15 days from the date of order. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by SECL. For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed Annexure.</p> <p>For orders with Performance Bank Guarantee Clause, the Security Deposit shall be converted into Performance Bank Guarantee (PBG), wherever PBG is required. At the time of conversion of security money into PBG , it shall be ensured that the amount of PBG shall not be less than 10 % of Landed value of order. In case the PBG amount is higher than the SD amount , then the successful bidder will have to submit PBG for the additional amount also.</p> <p>For procurement value less than INR 100,000.00 (INDIAN RUPEES One Lakh), the Security Deposit shall not be required.</p>
14	<p>EXEMPTION FROM SECURITY DEPOSIT: Submission of Security Deposit shall be exempted in case of the following firms :</p> <p>(i)Any Central / State Government Organization / PSU shall be exempted towards submission of Security Deposit.</p> <p>(ii)Firms registered with DGS&D for tendered items shall also be exempted from submission of Security Deposit against submission of valid registration certificate. Copies of DGS&D Registration submitted by the bidders should be duly attested by Notary Public.</p> <p>(iii) Following category of bidders are also exempted from submission of Security Deposit in case tenders for supply of spares only:</p> <p>(1) Overseas OEMs/OPMs/their Indian authorized dealer/ distributor/ sole selling agents (2) Companies participating on behalf of the overseas principals for non proprietary items.</p> <p>NOTE :</p> <p>(a)No exemption from Security duty shall be allowed in case of Trial/ Source Development tender.</p> <p>(b)No exemption from Security duty shall be allowed for Ancillaries of SECL/MSEs including NSIC Registered firms as per Gazette Notification dt 23.03.2012 notified by the Govt of India Ministry of Micro Small & Medium Enterprises, New Delhi.</p>
15	<p>PERFORMANCE BANK GUARANTEE:</p> <p>The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be</p>

	submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-C (on a non judicial stamp paper of value Rs.250.00 only) . This Bank Guarantee shall be initially valid for a period of 18 months from the date of dispatch of the equipment and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.
16	FITMENT GUARANTEE CERTIFICATE (For the Spares and Sub-assemblies only): A Fitment Guarantee Certificate should be submitted to the effect that the offered items shall fit and function in the equipment, on which they are intended to be used without any modification or alteration.
17	INSPECTION AND TESTS : <ul style="list-style-type: none"> a) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. b) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser. c) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. d) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin. e) Material may be subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by SECL for the purpose. Final inspection shall, however, be carried out at the consignee's end. f) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract. g) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier. h) Pre-despatch inspection by M/s CMPDIL as per Annexure D.
18	PAST SUPPLY DETAILS: The bidders shall essentially upload scanned, authenticated copies (signed and stamped by the bidder) of orders received by them from as per eligibility criteria along with other documents. Failure to submit the documents shall render a tender liable for rejection. The copies to be submitted online must be legible and readable.
19A	PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES /Ancillaries/MSEs: <ul style="list-style-type: none"> I) The Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA's guidelines being issued from time to time. II) MSM ENTERPRISES: As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self

certified copy(certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

III) Present Policy on purchase preference and other benefits to Micro and Small Enterprises/Ancillaries :

A) 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) are eligible for availing benefits under Public Procurement Policy of (MSEs) order 2012, on submission of notarized copy of document in support of their MSE status to make them eligible for benefits listed under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued by Govt. of India Policy.

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

B) If the offer is from a MICRO or SMALL enterprise, the tenderers have to also indicate whether the MICRO or SMALL enterprise is owned by a SCHEDULED CASTE (SC) or SCHEDULED TRIBE (ST) along with a notarized copy of caste certificate issued in favour of the owner by the state authority to comply the following:

- i. In case of proprietary MSE, proprietor(s) shall be SC/ST.
- ii. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- iii. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

C) Transaction Cost

(i) For MSEs: Micro and Small Enterprises shall be facilitated by: -

- (a) Exemption from Tender-Fee
- (b) Exemption from submission of Earnest Money Deposit.
- (c) No Exemption for Security Deposit

(ii) For Ancillaries:

- (a) Exemption from Tender-Fee
- (b) Exemption from submission of Earnest Money Deposit.
- (c) No Exemption for Security Deposit

D) Purchase Preference:

(i) For MSEs

In tender the participating MSEs quoting price within band of **L1+15%** shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply up to **20%** of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

(ii) For Ancillaries

In tender the participating Ancillaries quoting price within band of **L1+15%** shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an Ancillary. Such Ancillaries shall be allowed to supply up to **20%** of total tendered value over

and above the **20%** quantity reserved for MSEs. In case of more than one such Ancillary, the supply will be shared proportionately (to tendered quantity).

E) Special Provisions for MSEs owned by SC or ST:

Out of 20% target of annual requirement from MSEs, a sub-target of 4% is earmarked for procurement from the MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ ST entrepreneurs will be met from other MSEs.

F) Exclusive Procurement from MSEs: A list of 358 items has been circulated with MSME Act. Procurement of these items may be reserved for exclusive purchase from MSEs only.

G) Distribution of Orders for Micro & Small Enterprises (MSEs) and Ancillaries:

In case any MSE/ Ancillary unit is not lowest, they shall be considered eligible for placement of order only when they comply the following:

- i) Offer of MSE/ Ancillary is techno-commercially acceptable.
- ii) The quoted price of MSE/ Ancillary should be within L1 + 15%
- iii) In case MSE/ Ancillary firm is not L1 they will have to match the accepted L1 landed price.
- iv) Order will be limited to their offered/ quoted capacity.
- v) In case MSE/ Ancillary units are not matching L1 landed price or having capacity constraint, such quantity shall be considered for placement of order on the available lowest bidder.
- vi) In case the L1 bidder has a capacity constraint, then orders may be placed on L2, L3, L4 or till the full tendered quantity is covered, subject to their acceptance of L1 rate and their respective capacities.

Taking the above into consideration, system of distribution for different situation shall be as under:

S. No	Situation	Distribution
01	MSE is L-1 and there is no other MSE or Ancillary unit eligible for placement of order	100% (60 % for being L-1, 20 % for being MSE and 20% in the absence of ancillary).
02	Ancillary is L-1 and there is another Ancillary unit eligible for order. No other Ancillary unit or MSE is eligible for order.	<ul style="list-style-type: none"> • 90% to L-1 Ancillary unit. (60% for L-1 + 20% for MSE and 10% for being Ancillary). • 10 % to other eligible Ancillary unit.
03	L-1 is Ancillary and there are more than two Ancillary units eligible for order. No MSE has quoted or eligible for order.	<p>3 units</p> <ul style="list-style-type: none"> • 86.66 % to L-1 Ancillary. (60% for L-1 + 20% for MSE and 6.66 % for being Ancillary) • 06.66 % to 2nd eligible Ancillary • 06.66 % to 3rd eligible Ancillary <p>4 Units</p> <ul style="list-style-type: none"> • 85% to L-1 Ancillary(60% for L-1 + 20% for MSE and 5 % for being

		<ul style="list-style-type: none"> Ancillary) 5% to 2nd eligible Ancillary 5% to 3rd eligible Ancillary 5% to 4th eligible Ancillary
04	L-1 is Non-MSE. One Ancillary unit is eligible for order. No MSE is eligible for order.	<ul style="list-style-type: none"> L-1 – 80% (60% for L-1 + 20% for MSE) Ancillary – 20 %
05	L-1 is Non MSE, more than one Ancillary units are eligible for order. No MSE is eligible for order.	<ul style="list-style-type: none"> L-1 – 80% Equal Distribution of balance quantity among ancillary units
06	L-1 is Non-MSE and there is no Ancillary unit, but MSEs are eligible participant	<ul style="list-style-type: none"> 80% to L-1(60% for L-1 + 20% for Ancillary) 20% to eligible MSE (in case of one MSE) In case of more than one eligible MSE, the 20% quantity shall be equally distributed among eligible MSEs.
07	L-1 is Non MSE and both MSE and Ancillary are eligible.	<p><u>One MSE & one Ancillary</u></p> <ul style="list-style-type: none"> 60% to L-1 20% to MSE (in case of more than one eligible MSE, this quantity shall be equally distributed) 20% to Ancillary (in case of more than one eligible Ancillary, this quantity shall be equally distributed).
08	Where L-1 is MSE and Ancillary unit is eligible and no other eligible MSE.	<ul style="list-style-type: none"> L-1 80% (60% for L-1 +20% for MSE) 20% to Ancillary – In case of more than one Ancillary, this quantity shall be equally distributed.
09	Where L-1 is MSE and there are other MSEs & Ancillaries available	<ul style="list-style-type: none"> 60% to L-1 20% (To be equally distributed among all eligible MSEs including L-1) 20% (To be equally distributed among all eligible Ancillaries).
10	Where L1 is Non MSE and another MSE owned by SC/ST entrepreneur is eligible.	<ul style="list-style-type: none"> 80% to L-1 non MSE 16% to MSE (Non SC/ST) 04 % to MSE owned by SC/ST
11	Where L-1 is Non MSE/ Non Ancillary and there is one Ancillary which is also MSE.	<ul style="list-style-type: none"> 60% to L-1 40 % to Ancillary unit (20% for being only eligible Ancillary and 20% for being only eligible MSE)
12	If L-1 is a Non-MSE and there are MSEs owned by SC & ST (who quoted price within price band of L1+15%available for that item).	<p>Depending upon the number of MSEs quoting price within the price band a minimum of 4% shall be ensured for SC or ST owned MSEs.</p> <p>Example: If L-1 is a Non MSE, and two MSEs (01 Gen & 01 SC or ST owned) quoting price within price band of</p>

	<table border="1" data-bbox="295 155 1399 424"> <tr> <td data-bbox="295 155 367 424"></td> <td data-bbox="367 155 812 424"></td> <td data-bbox="812 155 1399 424"> <p>L1+15%, 16% of the tendered quantity will be equally shared i.e. 8% each. In this case, SC or ST owned MSE shall get 4% over and above 8%. When the participating MSEs increase the % distribution amongst MSEs will decrease but a minimum of 4% shall be ensured for SC or ST owned MSEs.</p> </td> </tr> </table> <p>Note: i) All the above orders will be at L-1 quoted / negotiated (landed) price. ii) Similar distribution shall be followed in other cases.</p> <p>NOTE: As per Office Order No. F-5/4/2018-PPD Dt. 28/02/18 of Department of Expenditure, Ministry of Finance, Govt. of India it is mandatory to register Udyog Aadhar Memorandum (UAM) by MSE vendors on Central Public Procurement Portal (CPPP). <u>In line with above all MSEs claiming benefits for being MSE are required to mandatorily submit their confirmation that their UAM has been registered on CPP Portal.</u> MSEs failing to register on CPP Portal will not be extended any benefits as per Public Procurement Policy for Micro & Small Enterprises (MSEs) Act, 2012.</p>			<p>L1+15%, 16% of the tendered quantity will be equally shared i.e. 8% each. In this case, SC or ST owned MSE shall get 4% over and above 8%. When the participating MSEs increase the % distribution amongst MSEs will decrease but a minimum of 4% shall be ensured for SC or ST owned MSEs.</p>
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19B	<p>RELAXATION FOR STARTUPS: Startups are defined by Ministry of Commerce and Industry, Govt. of India vide Gazette Notification No. 236 Dt. 11/04/18 as:</p> <p>i. Upto a period of 7 (Seven) years from the date of incorporation/registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as partnership firm (registered under section 59 of the Partnership Act, 1932) or a Limited Liability Partnership (under the Limited Liability Partnership Act, 2008) in</p> <p>India. In the case of startups in the biotechnology sector, the period shall be upto 10 (Ten) years from the date of its incorporation/registration.</p> <p>ii. Turnover of the entity for any of the financial years since incorporation/registration has not exceeded ₹25 (Twenty Five) Crores</p> <p>iii. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.</p> <p>An entity formed by splitting up or reconstruction of an existing business shall not be considered a –“Startup”</p>			
19C	<p>PREFERENCE TO “MAKE IN INDIA”: As per guidelines of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India communicated vide OM No. P-45021/2/2017-B.E.-II Dt. 15/06/17:</p> <p>Local Suppliers meeting the local content limits are eligible for following preferences:</p> <p>i. In case of divisible contracts and L-1 bidder not being local supplier following shall be the order distribution:</p> <p>a. 50% to L-1 bidder.</p> <p>b. 50% to the next lowest local supplier falling within L-1+20% price range subject to acceptance of L-1 prices and capacity limitations. In case such lowest eligible local supplier fails to match the L-1 price or accepts less than the offered quantity, the next higher local supplier falling within L-1+20%</p>			

	<p>price range will be invited to match the L-1 price for remaining quantity and so on and so forth. In case some quantity is still left uncovered on local suppliers then such balance quantity will also be ordered on L-1 bidder.</p> <p>ii. In case of non divisible contracts and L-1 bidder not being local supplier following shall be the order distribution:</p> <p>a. Next lowest local supplier will be invited to match the L-1 price subject to local supplier quoted price falling within L-1+20% and the contract shall be awarded to such local supplier subject to matching L-1 price.</p> <p>b. In case of lowest eligible local supplier fails to match the L-1 price the local supplier with the next higher bid within L-1+20% range will be invited to match the L-1 price.</p> <p><u>Local Supplier</u> means a supplier whose products offered for procurement meets the minimum local content of 50%. Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a portion of the total value.</p> <p>For tenders with estimated value upto ₹10.00 (Ten) Crores bidders claiming preference under —Make in India shall submit self certificate that the item offered meets the minimum local content (as defined above) and shall give details of the locations at which the local value addition is done.</p> <p>For tenders with estimated value above ₹10.00 (ten) Crores bidders claiming preference under —Make in India shall provide certificate from the statutory auditor or cost auditor of the company (in case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>SECL may constitute committees with internal and external experts for independent verification of auditor's/accountant's certificates on random basis and in the case of complaints.</p> <p>False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of 3 years in line with CIL Purchase Manual, along with such other actions as may be permissible under law.</p> <p>A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this scheme 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.</p> <p>Bidders are required to submit declaration as per format at Annexure-J that they have not been debarred by any procuring entity for violation of above order. If a bidder has been debarred by any procuring entity. If this declaration is not given/uploaded, the bid will be rejected as non-responsive.</p> <p>Rest all terms & conditions shall be as per Ministry of Commerce and Industry communicated vide OM No. P-45021/2/2017-B.E.-II Dt. 15/06/17</p>
20	<p>IMPORTED ITEMS OFFERED BY INDIAN BIDDER : In case the required items are imported by an Indian Agent / distributor and offered to SECL in Indian Rupees, the Indian Agent / distributor shall have to submit the following documents with each supply:</p> <p>(i) Their foreign principal's invoice or packing list – original as well as certified photocopy.</p> <p>(ii) Certified photocopy of Bill of Lading.</p>

	(iii) Bill of Entry – Original as well as certified photocopy. The originals mentioned above shall be returned back to the successful tenderer after verification and endorsement.
21	<p>IMPORTED ITEMS INVOLVING INDIA AGENTS: Foreign principals involving Indian agents should submit the following documents :</p> <ul style="list-style-type: none"> • Foreign Principal's proforma invoice or any other authentic documents 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 agent and their mutual interest may be indicated. • Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business. • A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance (As per DGS&D Circular No. 12 dated 17th September 2009 under "Compulsory Enlistment scheme"). <p>a) Disclosure for quantum of commission /margin of the Indian Agent and scope of services they have to provide.</p> <p>b) If an Indigenous/Foreign manufacturer does not quote directly, the authorized agent s/distributors quoting on their behalf should submit tender specific authorization and confirmation from the manufacturer that, as a matter of their corporate policy , they do not quote directly. In case a manufacturer happens to quote directly elsewhere, it will be treated as furnishing false information and shall be liable for action as per the provision of the Purchase Manual.</p> <p>c) Please quote rates of imported equipment in foreign currency only, The payment of the imported equipment is to be made directly to the manufacturer through LC. Accordingly, the BOQ is to be prepared.</p>
22	<p>AUDITORS CERTIFICATE FOR IMPORTED ITEMS : In case of imported stores other than direct import by Coal India Limited/Subsidiaries Companies the bidder shall have to confirm in their techno-commercial bid that the following certificate will be submitted with each supply: A certificate from the Auditor of the bidder/supplier certifying that the custom duty has been paid as per prevailing Custom Rates and refund, if any, shall be passed on to the buyer.</p>
23	<p>DEEMED EXPORT (If applicable) : If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from Government. SECL's responsibility shall only be limited to the issuance, of required certificate. The offer shall be unconditional and phrases like "subject to availability of deemed exports benefits" etc. shall not be accepted.</p>
24	<p>CONSIGNEE PARTICULARS: <u>Depot Officer, Regional Store SECL Churcha PO: Churcha, Dist- Korea(CG) 497337</u></p>
25	<p>SUBMISSION OF CERTIFICATES ETC.: The self attested copies of documents like valid DGS&D/NSIC Registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. shall be necessary attested by the Notary Public and duly stamped.</p>
26	<p>CERTIFICATE OF INDIGENOUS CONTENT (if applicable): A domestic manufacturer</p>

	shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labor content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted as per Format at Annexure-K.
27	SUBMISSION OF BANK GUARANTEE: The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post(A.D.). However , in exceptional cases , where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order . The A.D. card should be kept with the loan papers of the relevant guarantee. The Bank Guarantee issued by a scheduled Bank shall be operative at its branch situated at Bilaspur (Chhatisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank Guarantee shall be operative at any of its Kolkata Branch.
28	BANNED OR DELISTED SUPPLIERS: The bidders would give a declaration as per format at Annexure-J that they have not been banned or de-listed by any government or quasi-government or PSU's. If a bidder has been banned by any government or quasi-government or PSU's., this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given/uploaded , the bid will be rejected as non-responsive.
29	UNDERTAKING BY BIDDERS: The bidders will have to give an undertaking online that if the information /declaration/scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage , they will be liable for punitive action.
30	SUB-CONTRACT : Sub-Contract will not be allowed in part or in whole under any circumstances.
31	RIGHT OF ACCEPTANCE : The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. SECL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.
32	TRANSPORTATION OF GOODS : If case of placement of order, the bidder/supplier should transport/deliver the contracted material /supplies through registered common carriers only as per the provisions of the Carriage by Road Act-2007.
33	RIGHT TO INFORMATION ACT : Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.
34	GENERAL TERMS AND CONDITIONS : Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as ANNEXURE –E. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
35	JURISDICTION : Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Bilaspur Court (Chhattisgarh State, INDIA).
36	ARBITRATION CLAUSE : (Applicable for Public Sector Enterprises /Govt. Deptts only) : "In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of Inida. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the

	dispute shall share equally the cost of arbitration as intimated by the Arbitrator".																																																																						
37	Tax Deducted at Source: TDS towards installation, commissioning, maintenance and other services, if applicable, shall be deducted from the vendors bills.																																																																						
38	CIL PURCHASE MANUAL: The subject tender shall also be governed by the provisions of CIL Purchase Manual & its subsequent amendments, which are also available at CIL website.																																																																						
39	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.																																																																						
40	<p>SUBMISSION OF BANK GUARANTEE:</p> <p>I)The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour of "South Eastern Coalfields Limited" shall be in paper form as well as issued under " Structured Financial Messaging System" (SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway either to the SBI, Vyapar Vihar Bilaspur (IFSC- ICIC0000282) as the case may be.</p> <p>The details of Beneficiary, i.e. South Eastern Coalfields Limited for issue of BG under SFMS platform are furnished below:</p> <p>a)State Bank of India as advising Bank of SECL:</p> <table border="1"> <tr> <td rowspan="5">1</td> <td rowspan="5">Name of the Beneficiary and his Details</td> <td>i</td> <td>Name</td> <td>South Eastern Coalfields Limited</td> </tr> <tr> <td>ii</td> <td>Area</td> <td>SECL HQ, Bilaspur</td> </tr> <tr> <td>iii</td> <td>Name of Bank</td> <td>State Bank of India</td> </tr> <tr> <td>iv</td> <td>Bank Account No.</td> <td>30285470636</td> </tr> <tr> <td>v</td> <td>Department</td> <td>Material Management</td> </tr> <tr> <td rowspan="5">2</td> <td rowspan="5">Beneficiary Bank, Branch and Address</td> <td>i</td> <td>Name of Bank</td> <td>State Bank of India</td> </tr> <tr> <td>ii</td> <td>Bank Branch Name</td> <td>SME SBI Branch, Bilaspur</td> </tr> <tr> <td>iii</td> <td>Branch Code</td> <td>4177</td> </tr> <tr> <td>iv</td> <td>Beneficiary Bank Branch IFSC</td> <td>SBIN0004177</td> </tr> <tr> <td>v</td> <td>Beneficiary Bank Address</td> <td>SBI, Galaxy Height, Vyapar Vihar, Bilaspur- 495001, CG</td> </tr> </table> <p>b)ICICI Bank as advising Bank of SECL:</p> <table border="1"> <tr> <td rowspan="5">1</td> <td rowspan="5">Name of the Beneficiary and his Details</td> <td>i</td> <td>Name</td> <td>South Eastern Coalfields Limited</td> </tr> <tr> <td>ii</td> <td>Area</td> <td>SECL HQ, Bilaspur</td> </tr> <tr> <td>iii</td> <td>Name of Bank</td> <td>ICICI Bank</td> </tr> <tr> <td>iv</td> <td>Bank Account No.</td> <td>028205003346</td> </tr> <tr> <td>v</td> <td>Department</td> <td>Material Management</td> </tr> <tr> <td rowspan="5">2</td> <td rowspan="5">Beneficiary Bank, Branch and Address</td> <td>i</td> <td>Name of Bank</td> <td>ICICI Bank</td> </tr> <tr> <td>ii</td> <td>Bank Branch Name</td> <td>Vyapar Vihar, Bilaspur</td> </tr> <tr> <td>iii</td> <td>Branch Code</td> <td>0282</td> </tr> <tr> <td>iv</td> <td>Beneficiary Bank Branch IFSC</td> <td>ICIC0000282</td> </tr> <tr> <td>v</td> <td>Beneficiary Bank Address</td> <td>Surya Chambers, Plot No-A/09 Vyapar Vihar, Bilaspur- 495001, C.G.</td> </tr> </table> <p>II)The original Bank Guarantee in paper form should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.). However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the</p>			1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited	ii	Area	SECL HQ, Bilaspur	iii	Name of Bank	State Bank of India	iv	Bank Account No.	30285470636	v	Department	Material Management	2	Beneficiary Bank, Branch and Address	i	Name of Bank	State Bank of India	ii	Bank Branch Name	SME SBI Branch, Bilaspur	iii	Branch Code	4177	iv	Beneficiary Bank Branch IFSC	SBIN0004177	v	Beneficiary Bank Address	SBI, Galaxy Height, Vyapar Vihar, Bilaspur- 495001, CG	1	Name of the Beneficiary and his Details	i	Name	South Eastern Coalfields Limited	ii	Area	SECL HQ, Bilaspur	iii	Name of Bank	ICICI Bank	iv	Bank Account No.	028205003346	v	Department	Material Management	2	Beneficiary Bank, Branch and Address	i	Name of Bank	ICICI Bank	ii	Bank Branch Name	Vyapar Vihar, Bilaspur	iii	Branch Code	0282	iv	Beneficiary Bank Branch IFSC	ICIC0000282	v	Beneficiary Bank Address	Surya Chambers, Plot No-A/09 Vyapar Vihar, Bilaspur- 495001, C.G.
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<p>beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D. card should be kept with the loan papers of the relevant guarantee. The Bank Guarantee issued by a scheduled Bank shall be operative at its branch situated at Bilaspur (Chhatisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank Guarantee shall be operative at any of its Kolkata Branch.</p>
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Asst. Manager (MM)
For South Eastern Coalfields Ltd.

Enclosures:

Annexure – A: Schedule of Requirement, eligibility Criteria, Technical Specification & other technical terms & conditions.

~~Annexure – B: Integrity Pact (If applicable)-~~

Annexure – C: Format of Bank Guarantee for Security Deposit / Performance BG

~~Annexure – D: Pre-dispatch Inspection~~

Annexure – E: GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

Annexure – F: Requirements for Vendors

Annexure – G: Format of Letter of Bid

Annexure – H: Format for authorization for DSC holder (If applicable)

Annexure – I: Mandate Form

Annexure – J: Format Non- Banning/Delisting declaration

Annexure – K: **This Check List must be filled and uploaded by the Bidder**

Note: Clauses /Paragraphs which are struck off are not applicable for current Tender.

ANNEXURE – A**Schedule of Requirement, eligibility Criteria, Technical Specification**

Sl. No	Description of Item	Unit	Qty
1	Vibrating wire roof support/base support load cell: Supply of Vibrating wire roof support/base support load cell with top & Bottom mounting plate & DGMS approved with three gauge wire construction to nullify the eccentric loading effect for better accuracy. The load cell will have the following specification: a) No. of gauge wire: 3 gauge for better accuracy. b) Capacity: 20/30 Ton. c) Accuracy: $\pm 1\%$ fsd. d) Resolution: 0.1 Ton. e) Connection: With 4 core shielded cable 3 meter long. f) Temperature: 0-70°C. g) Material: Element stainless steel.	NO	50
2	Vib, Wire Type Readout Unit: Supply of micro processor based vibrating wire type Readout unit intrinsically safe certified by CMRI/DGMS Dhanbad suitable to take the data from Load Cell, stress meters, MPBX & RCI etc. directly in engg. Units having the following specifications. a) Excitation Range : 5 Volt square wave. B) Meas. Resolution : 0.5 ms. c) Memory : 32 K EPROM. D) Reading Storage : 750 data in engg. Mode with date & time. E) Display: LED dot matrix alphanumeric display 16 character x 2 lines. f) Operating temp: 0-45° C. g) Battery : 1.2 V x 700 maH rechargeable pencil cell.	NO	2

Delivery Period: 30(Thirty) daysEligibility Criteria

1. The Bidder should be either of the following:
 - (a) Indigenous Manufacturer of the tendered items.
 - Or
 - (b) Indigenous selling Agent/Dealer/Distributor with tender specific authorization by an Indian manufacturer of the tendered items. If the manufacturer does not quote directly as a matter of policy. The authorization should mention the tender no. and date.
 - (c)

Provenness Criteria:

A Firm will be considered a 'proven firm' for procurement of item at SECL areas, for a particular item subject to meeting following conditions:

- (i) Firms should have received orders from CIL/HQ. of any Sector/Govt. Organization/Private Mining Industries for the 25% of tender qty. (on cumulative basis) during last 7 year from the date of tender opening, for the offered product (which should be tendered item(s) of same or higher capacity / size/ version, having same material) or similar item of same material serving the same purpose as that of tendered item.
- (ii) The offered item should be in regular use and their performance has been declared proven at CIL/other public Sector/Govt. Organization/Private Mining Industries.

Note: Bidder should upload scanned copies of documents in support of above eligibility and provenness criteria, after getting the same certified by the notary public.

**Dy. GM(MM)/SO(MM)
Baikunthpur Area**

ANNEXURE "C"**Format of Bank Guarantee for Security Deposit/Performance BG:***(RS.250 non-judicial stamp paper)*

Messers -----, a Company having its office ----- (hereinafter called the Contractor) has entered into a Contract No. ----- dated ----- (hereinafter called the said Contract) with South Eastern Coalfields Limited, Baikunthpur Area (hereinafter called SECL) to supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the value of order by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

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

2. We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -- ----- (date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We ,-----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and

without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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 Purchaser the said sum of -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,.....Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the SECL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

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

9.The Guarantee is operative at our ----- (name and address of the branch)

Dated : Day of 20.....
for Bank Limited.

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

Note :

Bank Guarantee issued should be in compliance to clause No 40 of NIT.

The Bank Guarantee issued by a scheduled Bank shall be operative at its branch situated at **Bilaspur** (Chhatisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank Guarantee shall be operative at any of its **Kolkata Branch**.

ANNEXURE "E"**GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**

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

- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
- ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of South Eastern Coalfields Limited, Bilaspur.
- v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
- vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
- vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
- viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
- ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
- x. The term PARTICULARS shall mean the following :
 - a. Specification
 - b. Drawing
 - c. Sealed pattern denoting a pattern sealed and signed by the inspector
 - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - e. Trade pattern denoting a standard of the ISI or other standardizing authority of South Eastern Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - f. Proprietary make denoting the product of an individual manufacturer
 - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
- xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.

xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

2 The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to :

i. The consignee at his premises or

ii. Where so provided the interim consignee at his premises or

iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.

iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3 Words in the singular include the plural and vice-versa.

4 Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

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

6(a) Parties :The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7 i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least Six months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8 i. Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

ii. All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

iii. All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

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

b) Change in a Firm :

i. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

ii. On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

iii. If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

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

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

11 Use of raw materials secured with Government assistance :

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.

II. Shall use such material economically and solely for the purpose of the contract.

III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

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

13 For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. The Price shall include :

a. The service that will be rendered by them as manufacturer's agent

b. The name and address of agents, if any, in India, and

c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

14 On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

- 15 Inspection and Rejection :** Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified in the contract or supply order or any amendment thereof.
- a) Facilities for Test and Examination :** The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier.
- b) Cost of Test :** The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
- c) Delivery of Stores for Test :** The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- d) Liability for Costs of Laboratory Test :** In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.
- e) Method of Testing :** The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- f) Stores Expended in Test :** Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.
- g) Inspector – Final Authority and to Certify Performance**
- i. The Inspector shall have the power :** Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.
- ii.** To reject any stores submitted as not being in accordance with the particulars.
- iii.** To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and
- iv.** To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.
- (h) Consequence of Rejection :** If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to "
- i.** Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

ii. Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

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

(i) Inspector's Decision as to Rejection Final : The Inspector's decision as regards the rejection shall be final and binding on the supplier.

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

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

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

(m) Removal of Rejection

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

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

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

16 Packing and Transport

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

(b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. South Eastern Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.

(c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each package will be marked on the package.

(e) A complete list of contents in each package called the packing list will be prepared

and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

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

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

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

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

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

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

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

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

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

25 Laws Governing the Contract.

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

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

(c) **Jurisdiction of Courts :** The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) **Marking of Stores :** The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

26 Corrupt Practices :

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or

for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

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

27 Insolvency and Breach of Contract

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

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

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

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

28 Progress Report

a) 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.

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

29 All disputes arising out of this contract shall be under the jurisdiction of Bilaspur Court only and as per the "Law of the Land".

Asst. Manager (MM)-PIII, SECL Hq

Annexure-F **Requirements for Vendors**

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

NIC Toll Free Telephone Number : 1800 3070 2232 and

Additional Mobile Nos : 1) Shri Vivek Tiwary, M- 91 8103814398

2) Shri Rajesh Kumar Sahu, M- 91 8234999688

Help desk No.s at SECL ,Bilaspur – PBX NO. 07752 – 246376 to 88 Ext 5028

Registration / Enrollment of Bidder on e- procurement above Portal only.

In order to submit the bid, the bidders have to get themselves registered online on the e- procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA) of Govt. Of India and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

For registration, Submission procedure and method of correspondence etc Please visit our website: <http://coalindiatenders.nic.in> and click on the link Vendor Help.

To obtain the Class II digital signature certificate or further details please visit our website:

<http://coalindiatenders.nic.in> or <http://nicca.nic.in> .

Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website "<http://coalindiatenders.nic.in>". The bidders have to Log on to official website of <http://coalindiatenders.nic.in> web site 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.

Annexure-G : Format of Letter of Bid**LETTER HEAD OF BIDDER**

To,
Office of General Manager, Baikunthpur Area
South Eastern Coalfields Ltd.,
PO: Baikunthpur Dist. Korea (Chattisgarh)- 497337

Sub: Tender No. & Date:

Tender ID:

Dear Sirs,

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

Yours faithfully,
(Signature of the Bidder)

Name:

Designation:

Date:

Note:

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

Annexure- H: Format for authorization for DSC holder (If applicable)**Format for Authorisation to DSC holder bidding online on behalf of bidder.**

NON JUDICIAL STAMP PAPER OF Rs 10/-

I/We do hereby authorise M/s/Mr/..... Address
 for online bidding on behalf of me/us for the e-tender no.
 SECL/BSP/ MMW/ ----- dated ----- , invited by South Eastern Coalfields Limited,
 Bilaspur on www.coalindiatenders.nic.in.

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

Annexure – I : Mandate Form

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT

To,
The Office of the General Manager, Baikunthpur Aea
South Eastern Coalfields Limited,
PO: Baikunthpur Dist- Korea(CG) 497335

Dear Sir,
Sub: Authorisation for release of payment due from South Eastern Coalfields Limited,
Baikunthpur Area through Electronic Fund Transfer/Internet Banking

Ref.: Order No. _____ Date _____ and/or Tender/Enquiry/
Letter No. _____ Date _____.

(Please fill in the information in CAPITAL LETTER & TICK wherever it is applicable)

1. Name of the Party

2. Address of the Party

a. City _____ PIN
CODE _____

b. E-Mail ID

c. Permanent Account Number

3. Particulars of Bank.

4. Date from which the mandate should be effective.

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code (IFSC)	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please upload Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & Account number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in Cheque Book)			

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold South Eastern Coalfields Limited ,Bilaspur responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet banking.

Place:

Date :

Signature of the party/Authorised Signatory

Certified that particulars furnished above are correct as per our records

Banker's Stamp

Date (Signature of Authorised official from the Banks)

Annexure-J : Format Non- Banning /Delisting declaration

NON-BANNING OR DELISTING CERTIFICATE:

Tender Reference No.....

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date

Signature of Tenderer

Seal of the Firm

Annexure-K
This Check List must be filled and uploaded by the Bidder

NIT No. _____ Date _____

Tender ID: _____

Name of Bidder: _____

Sl No.	Basic Parameters	Details to be mentioned below
1	Letter of Bid	
2	Annexure-H(DSC Authorization letter if applicable)	
3	Annexure-I (Bank mandate form)	
4	Annexure-J (Non-Banning or Delisted declaration)	
5	GST Registration Certificate	
6	Earnest Money Deposit (EMD), UTR No.	
7	EMD Exemption if claimed on ground of	
(i)	MSME/ Ancillary/ DGS&D/PSU / Udyog Aadhar of tendered items	
(ii)	MSME(SC/ST)	
(iii)	Udyog Aadhar Memorandum (<u>UAM</u>) <u>registration No. of CPP Portal</u> to be mentioned	
8	Whether The bidder is entitled for benefit under Startup/Make in India (Details as per NIT submitted or not)	
9	<u>Experience:</u>	
(i)	Same /Higher specification.	
(ii)	Copy of Purchase orders	
(iii)	Proof of supply, Challan/Bills	
(iv)	Whether the supply has been executed for above orders successfully or not.	
9	Indian Manufacturer (Item-wise)/ Dealer	
10	<u>Authorized dealer :</u>	
(i)	Name/ Address of Company who issued authorization	
(ii)	Valid Upto	
11	Make & Model of quoted item/Items	
12	Documents in support of Price justification for quoted items rate	
13	All the documents submitted are NOTARIZED	

Signature of the Bidder