

COAL INDIA LIMITED (A MAHARATNA COMPANY) Coal Bhavan, Materials Management Division Premises No.04,Action Area 1A, New Town, Rajarhat, Kolkata – 700 156 Phone:033-2324 4127, Fax: 033-2324 4115 Website : www.coalindia.in , E mail : gmmm.cil@coalindia.in		कोल इंडिया लिमिटेड (महारत्न कंपनी) कोयला भवन सामग्री प्रबंधन विभाग, परिसर संख्या ४, एक्शन एरिया १ए न्यू टाउन, राजरहाट, कोलकाता- ७००१५६. फोन : ०३३-२३२४ ४१२७, फैक्स : ०३३-२३२४ ४११५ वेबसाइट: www.coalindia.in , ई मेल: gmmm.cil@coalindia.in
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Ref. No. CIL/C2D/Filing /2017/R-54/301

Dated 13.06.2017

Notice Inviting Tender (NIT)

Invitation for Bids (IFB)

1. Coal India Limited, a Government of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Plot no. AF-III, Action Area 1A, New Town, Kolkata – 700 156, invites online bid under e-procurement system through CIL's portal (<https://coalindiaticenders.nic.in>) from the eligible bidders as per eligibility criteria of NIT for the “work of filing Annual report for the years 2016-17, 2017-18 & 2018-19 of Coal India Ltd in XBRL format as per Section 137 of the Companies Act, 2013”.
2. There will be no physical/manual sale of tender document.
3. The complete tender document shall be available on the website of Coal India Limited (www.coalindia.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL's e-Procurement Portal (<https://coalindiaticenders.nic.in>).
4. There is no tender fee and the bidders can download the tender document free of cost.
5. The offers have to be submitted online through the CIL's e-procurement portal website <https://coalindiaticenders.nic.in>, based on the Tender document, uploaded in websites mentioned above. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrolment is free of cost and one time activity only.

6. Details of tender

1	Tender No.	CIL/C2D/Filing /2017/R-54/301 dated 13/06/2017
2	Type of Tender	Open e-tender
3	Estimated value of Tender	Rs.2,70,000/- (approx.)
4	Earnest Money Deposit	Rs. 5,400/-

5	Cost of Tender/ Tender Fee	Nil
6	Subject of Tender	The Work of filing Annual report for the years 2016-17, 2017-18 & 2018-19 of Coal India Ltd in XBRL format as per Section 137 of the Companies Act, 2013.
7	Downloading of Tender Document:	
	(i) Starts on	14/06/2017 at 10:00 hrs
	(ii) Seek clarification start date	14/06/2017 at 10:00 hrs
	(iii) Seek clarification end date	26/06/2017 up to 15:00 hrs.
	(iv) Closes on	10/07/2017 up to 15:00 hrs.
8	Online Submission of Offers:	
	(i) Start Date and Time	14/06/2017 from 10:00 Hrs.
	(ii) Last Date and Time	10/07/2017 up to 15:00 Hrs
9	Due date of Opening of Tenders	11/07/2017 at 15:00 Hrs.

7. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

**General Manager (MM),
Coal India Limited,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156,
India**

Fax: +9133 2324 4115.

Phone: +9133 2324 4127.

Email address: gmmm.cil@coalindia.in

8. Bids must be submitted online before or up to the scheduled time and date as mentioned above.
9. Bids will be opened online at the scheduled time on the due date of opening as mentioned above.
10. In case, 03(three) bids are not received within originally stipulated time, the due date of tender shall be automatically extended by the system for 2 days. Further, in case even after one extension of due date by 2 (Two) days, still there are less than 03(three) bids received, the tender shall be automatically extended by the system for another 5 (Five) days. However, no separate paper publication of such auto extension shall be issued.

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

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

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

Instruction to Bidders (ITB)

1. Requirements for participation in e-tenders

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

- a. PC connected with Internet (For details, visit home page of CIL's e-Procurement portal (<https://coalindiatenders.nic.in>). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b. Online Enrollment/Registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. **The registration should be in the name of bidder** whereas DSC holder may be either bidder himself or his duly authorised person. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c. Class II or Class III Digital Signature Certificate (DSC)- Bidders may obtain Digital Signature Certificate from any Certifying Authority authorised by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA.

2. Help for participating in e-tender

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 1800 3070 2232 and additional mobile nos. 91 7878007972 and 91 7878007973. All queries will be answered in English / Hindi only.

3. Digital Signature Certificate (DSC)

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

4. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. The bidders are advised to see the same websites for corrigendum if any, from where the original tender document has been downloaded.
5. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.

6. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
7. **Language:** The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.
8. **Communication:** All communication sent by CIL as well as the e-procurement service provider by post/fax/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.
9. **Earnest Money Deposit:** The bidders are required to deposit Earnest Money (EMD) of INR 5,400/- (Indian Rupees Five Thousand Four Hundred only) online only within the due date and time for submission of online offer, failing which the online offer will not be considered. For details, please refer to **Clause -2 of Annexure-2**, Other Terms & Conditions of the NIT.

If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD, they may be considered for exemption from submission of EMD provided they upload notarized scanned copy of such registration certificate in the requisite file uploading option available within the due date for submission of online documents.

10. The offers are to be submitted on line through CIL's e-procurement portal, <https://coalindiatenders.nic.in>, in two covers- Cover-I containing 'Techno-Commercial Bid' and Cover-II containing 'Price- Bid'.
11. The 'Technical Parameter Sheet', contains the summarised Technical Specifications /Eligibility Criteria and other techno-commercial terms & conditions in Excel format which will be available on CIL's e-procurement portal. This will be downloaded by the bidder who will furnish all the required information on this Excel file. The Bidder is required to put values under the column "BIDDER'S VALUE" in TPS. The above Excel sheet is available at e-procurement service provider portal. The "General Technical Evaluation" contains a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him. For this the bidder is required to upload as below:-
 - a) **Letter of Bid (LOB)** - The format of Letter of Bid (LOB) as given at **Annexure-3A** will be downloaded by the bidder and will be printed on Bidder's letter head and duly 'Signed by a person competent and having the "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB alongwith "Power of Attorney" are to be uploaded during bid submission. 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. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for

rejection. Above documents are to be uploaded in folder named “LOB DOCS” provided in the e procurement portal.

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of person signing the LOB as the same person is DSC holder and himself is bidding online on CIL’s e-Procurement Portal. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (**as per Annexure-3B**) by the person signing the LOB in favour of person bidding online is required to be uploaded. **This document is to be uploaded in folder named “LOB DOCS”.**

12. The Price bid/ Bill of Quantity (BOQ) should contain the price duly filled in the excel sheet provided for this purpose. Price bid, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on CIL’s e-procurement portal. This will be downloaded by the bidder and they shall quote their rates inclusive of all applicable taxes and duties on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission.
13. On the scheduled date &time of tender opening and upon opening of the tender by the bid opening team, System will automatically evaluate particulars as contained in GTE, TPS and other Commercial Parameters (to be combined in TPS).
14. 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.
15. The System will calculate the L1 price automatically as per annexure 4.
16. 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.
17. Supportive documents of L-1 bidder only, shall be downloaded for evaluation.
18. After evaluation of the uploaded documents, shortfall documents, if required, will besought from the L-1 bidder. For this purpose, maximum 2 chances, each of 10x24 hours duration shall be given.
19. **Shortfall Documents**

The Purchaser may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD. Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the Purchaser or submission of any additional documents, not specifically asked for by the Purchaser, will be allowed and even if submitted, they will not be considered by the purchaser.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link '**Upload Shortfall Document**', by evaluator after scrutiny of bids after opening of Bids, indicating the start date and end date giving specified time for online submission by bidder. The bidders will get this information on their personalised dashboard under "Upload Shortfall Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalised 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 and no additional time will be allowed for on-line submission of documents. In case the requested documents are not uploaded within the specified period, then the offer will be evaluated in accordance with NIT terms and conditions based on the documents already submitted at the time of bid opening.

CIL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

20. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents, the case shall be considered for acceptance subject to acceptability of the quoted Price. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and 100% EMD of the defaulting bidder shall be forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates. This process continues sequentially till techno-commercially acceptable L-1 is established.
21. **Submission of Forged/Tempered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, CIL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CIL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to CIL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CIL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CIL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.
22. Scanned copy (PDF) of supporting documents duly signed and stamped should be uploaded in the Folder provided for this purpose. However, CIL reserves the right to verify such documents with the original, if necessary. Bidder has to submit the originals to CIL on demand.

23. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer will be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection.
24. CIL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.
25. CIL reserves the right to shorten/extend the period of contract while concluding the contract. CIL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.
26. CIL reserves its right to physically and by any other method(as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of Business of the tenderer.
27. All notices to the bidders shall be sent by e-mail only during the process of finalisation of tender by CIL as well as e-procurement portal. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail- id and mobile no. of authorised representative at Instruction to Bidders for communications through e- mails / SMS alerts (if any).
28. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the last date and time of bid submission.
29. No modification of the bid or any form of communication with CIL or submission of any additional documents, not specifically asked for by CIL, will be allowed and even if submitted, they will not be considered by CIL.
30. In case of any technical mistake in online offer and NIC confirming that there is no fault from their side then CIL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by CIL.
31. **JURISDICTION OF COURTS:** All contracts will be in accordance with the prevalent Indian Laws and all disputes will be subject to the Jurisdiction of Calcutta High Court only.
32. Notwithstanding anything said above, Coal India Ltd. reserves the right to follow any guideline or instruction received from the Government or any statutory bodies received from time to time.
33. The tender document consists of the following Annexures:

1.	Annexure-1	Eligibility Criteria & Scope of Work
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2.	Annexure-2	Other Terms & Conditions
3.	Annexure-3 A	Letter of Bid Format
4.	Annexure-3 B	Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid
5.	Annexure-3 C	Details of the Bidder
6.	Annexure-4	Price-Bid Format
7.	Annexure-5	Bank Details for Electronic Payment Format
8.	Annexure-6	Security Deposit Cum Performance Bank Guarantee (SDPBG) Proforma
9.	Annexure-7	General terms & conditions of supply of stores

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

35. Please go through the tender documents carefully and submit your lowest offer accordingly.

Encl : Annexures

Yours faithfully,

(U.Basumatary)
Dy. Manager (MM)

(K.N. Harivarman)
Chief Manager (MM)

For and on behalf of CIL, Kolkata

MINIMUM ELIGIBILITY CRITERIA

1. Firm of Practicing Company Secretaries/Chartered Accountants/Cost Accountants Registered with The Institute of Company Secretaries of India/The Institute of Chartered Accountants/The Institute of Cost Accountants of India. Self attested copy of registration of firm is to be enclosed.
2. Proof of filing Annual Report in XBRL taxonomy with MCA of any listed Company for any one year during the last 3 years.
3. Self attested copy of PAN and Service Tax Registration Certificate.

SCOPE OF WORK

1. Full conversion of Standalone and Consolidated Balance Sheet and Profit and Loss Account(including Accounting policies and notes on accounts) along with Director's and Auditor's Report for the year 2016-17,2017-18 and 2018-19 of Coal India Limited in XBRL format in conformity with MCA validation tools.
2. Verification and Filing of above documents on MCA portal in Form AOC-XBRL along with certification from practicing CA/CS/ICWAI within 30 days from the date of AGM of CIL or within the stipulated time of MCA for the year 2016-17,2017-18 and 2018-19, and
3. Fully responsible to provide any clarification that may be sought by MCA in respect of XBRL conversion and filing of the financial statements and other documents for the year 2016-17, 2017-18 and 2018-19.

Approving Authority:

The selected Firm has to convert CIL Annual Report & Accounts (Standalone and Consolidated) into XBRL taxonomy prevailing during the year and get it vetted by Finance/Company Secretary before filing the same with MCA.

Other Terms & Conditions

1. VALIDITY:

The offer must remain valid for a period of 180 days from the date of opening of the Tender.

2. EARNEST MONEY DEPOSIT:

- a) The value of the Earnest Money Deposit (EMD) to be submitted by the tenderer shall be INR 5,400/- (Indian Rupees Five Thousand Four Hundred only). The amount of EMD has to be made online only within due date and time for submission of the offer, failing which the online offer will not be considered. However, it is advised that the amount of EMD should to be paid at least 2 days before the due date and time for submission of online offer to avoid any complications, failing which the freezing of online bid may not be successful.
- b) The requisite EMD amount need to be submitted online ONLY through e-procurement portal by “Net Banking”/ or through NEFT by generating challan from e-procurement portal.
- c) In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. CIL e-Tendering portal 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.
- 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.
- e) Freezing of Bid can be done only after completion of EMD submission process.
- f) If the net payment credited to CIL bank account, is found to be less than the stipulated EMD amount of the NIT, the Bid will not be accepted.
- g) Physical mode of payment i.e Banker cheques or Demand drafts is not acceptable.
- h) The EMD of unsuccessful bidders will be refunded through e- payment, immediately after the bidder is declared unsuccessful. EMD will be refunded in the same account from which payment was made.
- i) EMD shall be forfeited if any bidder withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order or withdraws the offer after submission of the offer at any point of time after opening of tender. For successful bidders, EMD shall be refunded after receipt and acceptance of ‘Security Deposit’.
- j) Earnest Money will not fetch any interest
- k) If any State/Central Govt. Organization/PSU & valid (on date of tender opening) DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit. Only notarized documents should be submitted. The exemption document

should be uploaded in the browser for uploading appearing next to option for availing EMD exemption after ticking the checkbox.

Note: The offers submitted shall be considered valid only when EMD amount is received in CIL Account before the last date and time of submission of bid, otherwise the tender shall be treated as non-responsive, unless the bidder is exempted from submission of EMD.

3. **PRICES:**

Prices should be quoted in the BOQ (excel sheet) available in the portal (refer clause 12 of ITB). The Price Bid format is indicated in this Bid Document as **Annexure-4**. Price Bid submitted in any format other than as specified above will be rejected and not considered for further evaluation. It is to be noted that (a) only one rate is to be quoted in BOQ as indicated therein (b) Evaluation of bids will be done based as per Annexure 4. The lowest quoted rate shall be considered as L1 bidder.

Statutory Variation: If there is any statutory change in Taxes within scheduled contractual completion period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in Taxes beyond original scheduled completion shall be admissible.

NOTE: `

(i) Conditional Discount/Quantity Discount/Cash Discount will not be considered for tender evaluation purpose. If the tenderer so evaluated competes pricewise, the work Order, if placed shall allow the purchaser to take advantage of such discount, if need be.

(ii) In case any new Tax becomes payable additionally or replacing any of the existing Taxes and Duties, it shall be admissible during the contractual delivery period based on the documentary evidence.

4. **FIRM PRICE:**

The quoted prices shall remain FIRM till the completion of contract.

5. **NOTIFICATION OF AWARD**

The Bidder, whose Bid has been accepted, will be notified of the award by the CIL prior to expiry of the Bid validity through a formal work order incorporating all terms and conditions agreed to between the CIL and the successful Bidder.

6. **PAYMENTS TERMS**

100 % payment will be made within 21 days of submission of duly accepted Invoice along with satisfactory work completion certificate issued by the Company Secretary, after successful completion of the work every year.

Payment authority : GM (Fin), CIL.

7. MODE OF PAYMENT

The payment will be made through Electronic System for which bidder are requested to attach scanned copy of their Bank Details, duly endorsed by the concerned bank, in the format enclosed as **Annexure-5** in their offer.

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

In case you are already registered with CIL (HQ) for payment through Electronic System, you are not required to submit the above bank details. However, you have to submit a declaration that you are already registered with CIL (HQ) for receipt of payment through Electronic System.

8. COMMENCEMENT OF CONTRACT:

The contract shall commence immediately on issue of award of contract as per schedule given by the company secretary.

9. TERMINATION FOR DEFAULT:

CIL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the vendor, may terminate the Contract in whole or in part,

- a) If the bidder fails to undertake any or all of the contract provisions within the period(s) specified in the Contract, or within any extension thereof granted or
- b) If the bidder fails to perform any other obligations(s) under the Contract.
- c) If the bidder in the judgment of CIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event CIL terminates the Contract in whole or in part, CIL may procure, upon such terms and in such manner as it deems appropriate, Activities similar to those not performed the bidder shall be liable to CIL for any excess costs for such similar activities or Services. However, the supplier shall continue performance of the Contract to the extent not terminated.

10. LAW GOVERNING AGREEMENT:

The Agreement shall be governed by the relevant laws of Republic of India and shall be construed in accordance thereto Calcuta High Court, Kolkata.

11. RISK PURCHASE CLAUSE

In the event of failure of the contractor to provide service under this contract within the stipulated date/period of the order, or in the event of breach of any of the terms and conditions mentioned in the order, Coal India Limited shall have the right to procure such service from elsewhere after due notice to the defaulting contractor at the risk and cost of the defaulting contractor. In the event of failure of the contractor as detailed above, the cost

as per risk purchase exercise may be recovered from the bills against any other contracts pending in Coal India Limited.

12. The bidder shall confirm the following declaration in the Part-1 (General Technical Evaluation) of their offer:-

“We have not been banned or de-listed by any Government or Quasi-Government agencies or PSUs including CIL and its subsidiaries”.

If this declaration is not given, the bid may be rejected as non-responsive.

If a bidder has been banned by any Government or Quasi-Government agencies or PSUs including CIL and its subsidiaries, bidder shall furnish the following information:

Sl. No.	Head	Bidder to confirm
1	Name of the Organisation which has banned the bidder.	
2	Ban Period	
3	Reasons for Banning(Bidders may also upload relevant document separately)	

The scanned copy of the above and relevant documents should be uploaded in the Folder named “COMMERCIAL DOCS” provided in the e procurement portal

13. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SDPBG)

- The successful bidder will have to furnish a Security Deposit Cum Performance Bank Guarantee (SDPBG) in form of a Bank draft payable in favor of “Coal India Limited” at Kolkata or a Bank Guarantee for an amount equivalent to 10% of the value of awarded contract(including tax) , within 15 days after the issue of notification of award.
- This guarantee will be for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
- Bank Guarantee is to be submitted in the format prescribed by CIL in this Bid Document **Annexure-6**. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India.
- The Performance Security Guarantee deposit issued by Issuing bank on behalf of the bidder in favour of “Coal India Ltd.,” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “CIL0066312” in field no. “7037” of IFN760COV or IFN767COV .The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: ICICI Bank

Branch: Rasoi Court
IFSC Code: ICIC0000006
Account No. 000651000038
Customer ID: 066312

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to MM department, CIL.

- e. CIL shall be at liberty to deduct appropriate from the Performance Security Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit.
 - f. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit (EMD).
 - g. The Bank Guarantee shall remain valid for a period of three months beyond the original contract period from the date of the award of contract and shall be renewed for a further period, if required so. Performance Security Bank Guarantee or amount of money paid towards Performance Security Guarantee in form of bank draft will be discharged and returned to the successful tenderer after satisfactory performance of the contract for entire contract period from the date of commencement of service.
 - h. Performance Security Guarantee shall not fetch any interest.
14. The settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprises (s) and Govt. (s) Deptt.(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises will be guided by the procedure and guidelines issued by Department of Public Enterprises vide OM No. 4(1)/2011-DPE (PMA)-GL dated 12.06.2013.
15. **LIST OF DOCUMENTS TO BE ATTACHED WITH ONLINE OFFER:**

The bidder shall upload the scanned copies of the following documents in PDF form, duly filled- in, signed along with their online offer:-

To be submitted in Folder named “LOB DOCS” & “ COMMERCIAL DOCS”

- 1. Letter of Bid - As per **Annexure-3A (in LOB DOCS Folder)**
- 2. Authorisation to DSC holder - As per **Annexure-3B (in LOB DOCS Folder)**
- 3. Bidder Details- **As per Annexure-3C**
- 4. Bank Details for electronic payment - **As per Annexure-5**
- 5. **Information / declaration as per clause 12 of Annexure-2**

To be submitted in Folder named “ TECHNICAL DOCS”

6. Documents required as per Eligibility Criteria (Annexure-1)
7. Other Documents/Certificates/ Declarations as asked for in various clauses of tender document.

Letter of Bid

To
Coal India Limited,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156,
India

Dear Sirs,

Sub: Tender No. ----- dated -----.

1. Having examined the Bid Documents including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s offer to act as **Service Provider for filing Annual report for the years 2016-17, 2017-18 & 2018-19 of Coal India Ltd in XBRL format as per Section 137 of the Companies Act, 2013** vide our offer No.....datedin conformity with the said Bid Documents.

2. We confirm to accept all terms and conditions contained in the tender document unconditionally.

3. We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We confirm that until a formal order is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any bid you may receive.

6. We confirm that 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.

7. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.

8. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Duly Authorised to sign bid for and on behalf of _____

Note: 1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be submitted by the Bidder with its bid alongwith Power of Attorney. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non- judicial stamp paper duly notarized (as per Annexure-3B) by the person signing the LOB in favour of person bidding online, is required to be uploaded.

**Format for Authorisation to DSC holder Bidding Online by the person who has signed
Letter of Bid**

(On NON JUDICIAL STAMP PAPER)

We do hereby authorise M/s/Mr/.....
Address for online bidding on behalf of us for the e-tenders
invited by CIL on <https://coalindiatenders.nic.in>.

Name, Signature & Seal of the person who has signed Letter of Bid
And is Authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

Details of Bidder

Sl.	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of Bidder	
3	Registered office address of the Bidder	
4	Phone /fax/email id of registered office	
5	Contact person name & designation	
6	Phone /Cell no/email id of contact person	
7	Nature of company (PSU/Joint venture/Private)	
8	Ownership details of the bidder's firm (Proprietorship / Partnership/ Joint stock co/others)	
9	Name and address of the owners/Board of directors	
10	Name and address of banker	
11	Bank account number	
12	IFSC code	
13	IT PAN of company	
14	Service Tax Registration No.	

NOTE:-The bidder is required to furnish the details as above duly signed and stamped on their letterhead as part of its offer. If no information is applicable against any serial number, please mention – Not Applicable.

The scanned copy of the above details should be uploaded in the Folder named “COMMERCIAL DOCS” provided in the e procurement portal.

ANNEXURE-4**PRICE -BID FORMAT**

Item No.	Name of work	No. of Years	Rate excluding Tax Per Year (in Rs.)	Service Tax		Total Amount For the Year 2016-17, 2017-18 & 2018-19 (in Rs.)
				Rate (in %)	Value (in Rs.)	
(1)	(2)	(3)	(4)	(5)	(6)=(4)*(5)	(7)=(3)*{(4)+(6)}
1.	Full conversion of Standalone and Consolidated Balance Sheet and Profit and Loss Account(including Accounting policies and notes on accounts) along with Director's and Auditor's Report in XBRL format in conformity to MCA validation tools. Verification and Filing of Form AOC-XBRL along with certification from practicing CA/CS/ICWAI within the stipulated time of MCA.	3				

Format for Bank Details for electronic payment

To
M/s. Coal India Ltd.,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156.

Dear Sir,

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

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

1	Name of the Beneficiary, address with Telephone No.	
2	Bank name, address with Telephone No.	
3	Branch name & code	
4	Bank account number with style of account (Savings/Current)	
5	IFSC Code No. of the Bank	
6	PAN No. of the Beneficiary	
7	E-Mail No. and Mobile No. of the Beneficiary for intimation of release of payment.	

I/We hereby declare that particulars given above are correct and complete and if the transaction is delayed or credit is not effected due to incorrect information, I/we will not hold Coal India Ltd. responsible.

Authorized Signatory
Name:
Official Stamp with date

Bank Certification

It is certified that above mentioned beneficiary holds a Bank Account No. with our branch and the Bank particulars mentioned above are correct.

Authorized Signatory
Name:
Official Stamp with date

Security Deposit Cum Performance Bank Guarantee (SDPBG) Proforma

..... (Name & address of the Purchaser)
..... Company)

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

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

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

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

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

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

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

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

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

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

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

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

Dated this.....day of20.....

Place.....

Signature of the authorised person

For and on behalf of the Bank.

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

Definition

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires:

(i) “Contract” means the invitation to tender, instructions to bidders, 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 contractor.

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

(v) The terms “Drawing” shall mean the drawing the plans specified in or annexed the schedule or specifications.

(vi) The terms “Purchase Executive” shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.

(vii) The term the “Inspector” shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work 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) Specifications;
- (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 or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
- (f) Proprietary make denoting the product of an individual manufacturers.
- (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” and “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 Indian 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 communication are to be sent

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

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

7.(i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or CIF as specified in the invitation To 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 four months from the date of submitting quotations unless otherwise specified.

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

(vii) The bidders must clearly specify their recommended spare parts that will be supplied alongwith the main unit and itemwise prices of the spare 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 therefrom 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 initiated by the bidders, 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 quotations.
- (ii) All samples required for inspection or test shall be supplied by the successful Bidders free of cost.
- (iii) All samples must be clearly labeled with the bidder'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 or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any 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 all 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 to compensation against the purchaser.
- (iii) If the contract is not determined as provided in the sub-clause (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)(i) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize 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 Coal India Limited 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 Coal India Limited 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 Coal India Limited and/or its subsidiary companies all moneys, advantages or profits accruing from or which in the usual course would have accrued to him by reason 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 bidders in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
13. The bidders shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary company.
14. For orders placed directly on overseas suppliers, the bidders should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include,
 - 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.
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. EARNEST MONEY/SECURITY MONEY :

a) Earnest Money Clause should be stipulated in the tender. The value of Earnest Money to be deposited by the bidder should be 2% of the value of the estimated cost tendered for or Rs.10,00,000/-, whichever is lower. ~~EMD should be in the form of Demand Draft and must accompany the quotation i.e. Cover I of the bid.~~ For unsuccessful bidder EMD shall be refunded immediately after finalisation of the tender with the approval of the HOD of MM deptt. or Head of Area. EMD shall be forfeited if any bidder withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

~~b) Security Deposit clause should be stipulated in the tender. Two weeks time (15 days) shall be given in the order to the successful bidder to furnish the security deposit. In case the firm fails to~~

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

~~The value of Security Money to be deposited by the successful bidder in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful bidder, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM deptt./Head of the Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.~~

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

~~d) If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.~~

17. Inspection and Rejection

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

(a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, 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 to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.

(a) 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 examinations 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.

(b) 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.

(c) 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 deliver 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.

(d) 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.

(e) Stores Expended in Test

Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's 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 cannot be in accordance with the contract owing to the adoption of any unsatisfactory method or 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 inspections 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 re-submitted.

(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 re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or

(ii) Purchase or authorize 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 authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a 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) Inspectors' 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 dispatch 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 will 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 recognized Government or purchaser's mark. The stores which cannot 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 from the moment of 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 notes duly completed, for being attached to the supplier's bill in support thereof.

18. Packing and Transport

It shall be the responsibility of the successful bidders 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 bidder.

The successful bidder is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company 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 bidder 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 words like 'Fragile', 'Handle with care'. Weight of each packages 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

19. Delivery:

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

20. In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :

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

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

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

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

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

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

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

22. 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. Inspection of stores, i.e. supplies made by the successful bidder 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 offices) 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.

23. 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 bidder shall supply the same at the rate quoted.

24. The supplier shall at all times indemnify Coal India Limited 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 Coal India Ltd. 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 arise therefrom.

25. Carrying Vessels for Imported Items

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

26. Freight

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

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

27. Passing of Property

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

28. Laws Governing the Contract

- 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 or 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 requirements of the law relating to Merchandise Marks for the time being in force in India.

29. 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 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 contract 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 behalf under Chapter IX of the India 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 thereon shall be final and binding on the supplier.

30. Insolvency and Breach of Contract

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

If the supplier being an individual or if a firm any partner thereof, shall at any time be adjusted insolvent or shall have a receiving order or order for 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, Liquidator 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

or,

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

31. Terms of Payment

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

- (b) ~~Payment against the supply orders placed either by the Subsidiary company or by CIL shall be arranged by the Subsidiary Companies, if not specified otherwise. Wherever order~~

~~is placed by CIL on any foreign supplier involving requirement of more than one Subsidiary Co., payment shall be arranged by CIL normally through Letter of Credit.~~

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

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

~~(e) Specific payment term may be formulated in accordance with the provisions laid down (as applicable) at Chapter IX of the Purchase Manual.~~

32. Progress Reports

- (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 as an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.