

### **1.—Earnest Money Deposit (EMD)/ Bid Security:**

~~Earnest Money Deposit (EMD)/ Bid Security has to be deposited online only within the last date and time for submission of online offer. In the Online mode, the bidder can make payment of EMD through Net banking / NEFT/ RTGS to any one of the following account of Northern Coalfields Limited:-~~

Sl. No.	Name of Bank	A/C no.	IFSC Code
1	State Bank of India, Gorbi	30206262868	SBIN0003992

~~Scanned copy of details of the bank transaction for EMD shall be submitted with the offer. Offer wherein scanned copy of details of the bank transaction for EMD is not submitted, will be treated as non responsive and offer will be rejected.~~

~~No other form of EMD submission is permitted in this bid and offer will be treated as non-responsive/ rejected in such cases.~~

~~Exemption from EMD shall be as per GeM GTC.~~

### **2. Proven-ness Criteria:**

The Consumable goods/Consumables shall be considered proven provided the tendered/similar item(s) of same/ similar/ higher specifications/ratings/ versions, etc. have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government departments and Private Organizations and their performance has been found satisfactory.

Items of same/higher ratings than tendered items will be considered for proven-ness.

Note: In case off end user certificate is not available, satisfactory performance will be assessed on the basis of notarized self-certification claiming satisfactory of supplied equipment along with notarized supply orders/other documents regarding past supply.

### **3. Eligibility Conditions:**

Bidder (Seller as per GeM) shall be either OEM/Manufacturer of the required item (Definition of OEM shall be as per GeM GTC) or Reseller having authorization to sell products manufactured by the OEM/Manufacturer.

Reseller will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and they will be responsible for providing the required after sale service.

Following documents are required for establishing Bidder's Eligibility:-

Sl. No.	Category of bidder	Documents required in support of Eligibility Criteria for the tendered item.
(a)	OEM	Any one of the following self-certified valid documents:-  a. Factory license/Manufacturing license b. ISO Certificate. c. Micro / Small Enterprises [MSE] Registration certificate d. DGMS approval e. DGS&D registration certificate f. Any other valid document to establish that OEM/Manufacturing entity is Principal manufacturer of the offered item.
(b)	Reseller	i. OEM/Manufacturer's authorization to sell products manufactured by the OEM/Manufacturer ii. If participating as authorized reseller/agent than in addition to OEM/Manufacturer's authorization, firm needs to submit documents establishing proof of OEM as manufacturer as indicated above in sl. no. (a).

**Note:** NCL reserves the right to carry out factory inspection, if required.

#### 4. Relaxation for MSEs and Startup

**Ref:**

- 1) O.M. No. 1(2)(1)/2016-MA dated 10<sup>th</sup> March 2016 of Additional Secretary and Development Commissioner-MSME, GOI, New Delhi
- 2) O.M. No. F-20/2/2014-PPD(Pt.) dated 25<sup>th</sup> July 2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi
- 3) O.M. No. F-20/2/2014-PPD(Pt) dated 20.09.2016 of Under Secretary (PPD), Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi

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In reference to the above three Office Memorandums issued by different of Govt. of India regarding non-insistence of prior experience and turn over criteria in respect of MSEs and Startups, the following may be noted:

Definition and Eligibility of Start-up shall be in line with OM vide letter no.F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI, subsequent amendment, if any.

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

Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.

MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. There may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer procurement from vendors having proven capability. Wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups.

Prior experience and turn over criteria is not applicable for Startups & MSEs in the tenders in respect of either of the following situation and no further documents regarding Provenness will be required to be submitted by these categories of bidders.

If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a „Proforma for Equipment and Quality Control“ (as per **Annexure-II**) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability shall be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

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

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

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

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

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

**Note:** If the documents related to OEM or Principal, the self-certification of OEM or principal shall also be required.

It is clarified that if L I price is quoted by an MSE, then the MSE who quotes L I price will get the opportunity for full supply.

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

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

This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. **Traders are excluded from the purview of this Policy.** An MSE Unit will not get any purchase preference over another MSE Unit.

**5. Preference to Make In India products (For bids < 200 Crore)** (only for item no. 1, i.e. Computer Paper):

~~Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor of the OEM, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make in India) order 2017 dated 04.06.2020. Only Class I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non-Local suppliers as per MII order dated 04.06.2020 are not eligible to participate.~~

**6. Guarantee/Warranty:** 12 Months after fitment of Spares or 18 months after date of delivery. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

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

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

**8. Security Deposit:** ~~Successful Bidder shall submit Security Deposit @5% of Contract Value valid for 03 months. EPBG as per GEM will be considered as Security Deposit. Bidder shall submit the Security BG within 15 days of placement of order.~~

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

~~In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of Notification of Award / placement of Order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value.~~

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

~~Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it~~

~~should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG shall be guided by the Performance Bank Guarantee clause.~~

~~All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.~~

~~The above BG should be submitted at the Office of Depot Officer, Regional Stores, Block B area, 486892, Northern Coalfields Limited, Dist Singrauli.~~

**09. TReDS:** Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. NCL has on boarded TReDS platform through Receivables Exchange of India Ltd (RXIL) (URL

- <https://www.rxil.in/Home/Index>). MSE bidders interested to get payment through this system may get registered on TReDS platform and upload their bills on TReDS. The bidder may contact Mr. Mainak Mandal, AVP, Business Development, RXIL, Mob: +91 9475622182 ([email-mainak.mandal@rxil.in](mailto:mainak.mandal@rxil.in)) for help in registration.

#### **10. Performance Bank Guarantee:**

~~10.1. The successful tenderer shall be required to furnish a Performance Bank Guarantee equivalent to 10% value of the contract on Landed basis inclusive of all taxes and duties on FOR destination basis to cover the warranty/guarantee period i.e. PBG should be valid for 63 months from the date of installation and commissioning of materials.~~

~~10.2 For arriving at the value of PBG to be submitted, the order value will be arrived at by adding all the Taxes & Duties such as Excise Duty, Sales Tax/ VAT, or GST, as applicable to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.~~

~~10.3 The Performance Bank Guarantee shall be issued by a RBI scheduled bank in India in the format attached as **Annexure I** on a non-judicial stamp paper.~~

~~10.4 The PBG shall be submitted in INR.~~

~~10.5 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period after obtaining the following, with the approval of Area GM (Block B):~~

- ~~1. „No Claim Certificate“ from the concerned HOD (User Dept.) indicating that there is no claim pending.~~
- ~~2. „No Claim Certificate“ from the contractor indicating that there is no claim pending and that there is no dispute pending as per **Annexure III** in the format attached.~~

~~10.6 The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Northern Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:~~

Name of Beneficiary & his details	Name	Northern Coalfields Limited
	Area	Head Quarter
	Bank Account No/ Customer ID of Beneficiary	352905000016
	Department	MM Dept.
Beneficiary Bank Branch Address	ICICI Bank Ltd., Singrauli Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh 486889	
IFSC Code	ICIC0003529	

i. Details for Beneficiary Bank under fields of SFMS shall be as under:

SFMS Field No.	Details
7035	IFSC Code: ICIC0003529
7036	ICICI Bank Ltd. A/c No. 352905000016
7037	NCL540172593

- i. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh 486889
- ii. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... At ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh 486889.”

The above BG should be submitted at the Office of Depot Officer, Regional Stores, Block B area, 486892, Northern Coalfields Limited, Dist Singrauli.

**11. Penal action against Suppliers/Bidders:** If the performance of any supplier is found to be unsatisfactory or in the event of any breach of the conditions of the contract committed by the supplier or if the conduct of the supplier/bidder (firm) is under suspicion, notwithstanding with GEM's Incident Management Policy, NCL reserves the right to initiate penal action against the supplier in line with provisions attached as **Annexure V in Buyer uploaded ATC document.**

***NOTE:** By submitting their offer, the Bidder agree that they have read all the Bid conditions including the GeM GTC, STC and also all the clauses incorporated by the Buyer in ATC and various corrigendum of the bid. They also confirm acceptance and compliance of all the conditions including GTC, STC and ATC and Corrigendum conditions. They also confirm that all the product(s) offered is/are fully compliant with the specifications asked for in the bid, including the additional specification parameters incorporated by the Buyer in the bid document.*

#### **12. Risk Purchase**

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Buyer Organisation shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Bank Guarantee of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies /CIL. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

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

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

#### **13. Price Fall Clause**

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

The provisions of price fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;



iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

**Note:**

- a. The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order (bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on being L1 after opening of Price Bid / Reverse Auction) for the tendered / similar item(s) received by them from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d. The supplier shall submit following certificate along with the bill(s):  
  
***“We have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.”***
- e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh.

***Performance Bank Guarantee Format***

..... (Name & address of the concerned subsidiary  
..... Company / Purchaser Company)

**~~Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. ....  
dated..... between Northern Coalfields Limited and ..... (Name of Supplier Company)~~**

Messers .....a Company / Firm having its office at No.....(hereinafter called „the Contractor“) has entered into the Agreement / Contract / Purchase Order vide no ..... dated .....(hereinafter called „the said Agreement“) with Coal India Limited, Kolkata on behalf of Northern Coalfields Limited (hereinafter called „the Company“) to supply ..... stores/ materials amounting to Rs .....on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called „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) 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 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 any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

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

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the ..... day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as 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 .....are fully satisfied and the Company certifies that the Agreement 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 and as the Company may require.~~

~~Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of .....20 and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period 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(s)] who have signed it on behalf of the Bank has authority to do so.~~

~~Dated this.....day of ..... 20.....  
Place.....~~

~~Signature of the authorized person(s)  
For and on behalf of the Bank.~~

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

~~Name of the Bank:- ICICI Bank Ltd.  
Branch:- Singrauli  
IFSC:- ICIC0003529  
A/c No:- 352905000016  
Customer ID:- NCL540172593~~

**Proforma for Equipment and Quality Control**

**Reference:** Northern Coalfields Limited

**Tender No.**\_\_\_\_\_

**Date**\_\_\_\_\_ **for supply of**\_\_\_\_\_

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works  
(b) Fax No. / E-mail ID
2. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
3. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
4. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
5. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
6. Process Flow Chart for the whole manufacturing process of the tendered item.
7. Details and stocks of raw materials held.
8. Production capacity of items quoted for with the existing plants and machinery
  - (a) Normal
  - (b) Maximum
9. Details of Quality Assurance Plan and Quality Control Infrastructures such as laboratories etc.
10. (a) Details of technical supervisory staff in-charge of production and quality control.
  - (b) Skilled labour employed.
  - (c) Unskilled labour employed

(d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.

11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

.....

(Signature of Tenderer)

~~(Annexure III)~~

~~No Claim Certificate (On company letterhead)~~

To,

~~General Manager(MM/Pur)HOD~~

~~Northern Coalfields Ltd.~~

~~Singrauli~~

**NO CLAIM CERTIFICATE**

Sub: Contract Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ for the supply of \_\_\_\_\_  
—

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and Northern Coalfields Limited. We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor

or officer authorized to sign the contract

documents on behalf of the contractor

(company stamp)

Date:—

Place:

**Declaration Regarding Banning**

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration

“We {Partners (jointly and severally) in case of joint ventures, all the partners (jointly and severally) in case of partnership firm, owner/proprietor in case of proprietorship firm} have not been banned or de-listed or debarred or „Put on Holiday“ by any Government or quasi-Government agencies or PSUs.”

Date

Signature of Tenderer

Seal of the Firm

Note: If a bidder has been banned or de- listed or debarred or „Put on Holiday“ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

**Penal action against Suppliers/Bidders**

**1. Suspension of Business**

If the performance of any supplier is found to be unsatisfactory or in the event of any breach of the conditions of the contract committed by the supplier or if the conduct of the supplier (firm) is under suspicion, the competent authority (Chairman of CIL/ CMD of the Subsidiary Company, as the case may be) may consider whether such default on the part of the supplier, consequence of breach or the allegations are of a serious nature and whether pending full examination/ investigation, it would be advisable to continue business dealings with the firm. If the competent authority decides that it would not be in the interest of the Company to continue such business, pending full investigation/examination, it may suspend business dealings with the firm. The order of suspension should specify whether all subsisting Contracts/Supplies are suspended or whether the order relates to specific Contracts/Supplies. The order of suspension would operate for a period of not more than six months unless revoked earlier.

- 1.1 The concerned department of the Subsidiary Company/CIL should ensure that the final examination/investigation of the case is completed well within the duration of suspension order.
- 1.2 The order of suspension must be communicated to all HODs within the Subsidiary /CIL as the case may be. Copy of the order of suspension relating to any Subsidiary Company must be forwarded to the concerned department and Vigilance Department of other Subsidiary Companies and CIL for such action as may be necessary.
- 1.3 The concerned department of CIL on receipt of any such suspension order will ascertain the overall performance of the firm (including any misconduct giving rise to breach of contract) from the other Subsidiary Companies where the firm is supplying stores under any other contract. On examining the investigation report, CIL will decide whether the suspension order issued by one Subsidiary Company is required to be extended to other Subsidiary Companies. If it is felt necessary to extend suspension of business dealing with the firm to other Subsidiary Companies too, CIL with the approval of Chairman, CIL will issue suspension order suspending business dealings at all the Subsidiary Companies.
- 1.4 During the period of suspension, the competent authority may review the order of Suspension on receipt of a representation from the firm, if any. If the competent authority considers in the light of its review that the order may be revoked, it may do so. Order revoking the suspension order should be communicated to the firm with copy to all concerned.
- 1.5 However, if full investigation/examination is not completed within six months and the competent authority considers that suspension order should continue beyond that period, the suspension period beyond six months may be extended till the full investigation is completed. However, it must be ensured that the investigation/examination of the case is not delayed indefinitely. Extension of



suspension beyond six month should also have the approval of Chairman of CIL/ CMD of the Subsidiary Company, as the case may be.

- 1.6** After full investigation of the matter is completed, the CIL / Subsidiary Company will take the following action:
- a). If the facts and evidences justify any penal action against the firm as detailed at clause- 2 below, such action should be taken.
  - b). Otherwise, the suspension order should be revoked forthwith, under intimation to all concerned.

## **2. Banning / Debarment of Business**

When the misconduct and moral turpitude of a firm goes beyond mere performance issues, imposition of a ban on business relations with the firm may be done for a specified period of time, after following the prescribed procedure. The name of the defaulting firm from the list of registered vendors should be removed before submitting the proposal for banning of business. An order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning passed on account of doubtful loyalty to the country or national security considerations shall continue to remain in force until it is specifically revoked. However, the firm would have to apply afresh for registration with the procuring entities. Banning of business should be considered in the following cases:

- (i) If the Directors, Proprietors, Employees, Partners or any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CIL or its Subsidiaries.
- (ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law
  - a). under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings; or
  - b). under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) Violation / transgression of Integrity Pact.
- (iv) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of or found to be indulging in malpractices / unethical commercial practices such as bribery, corruption, fraud, substitution of tenders, interpolation, etc.
- (v) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of evasion or habitual default in payment of any tax levied by law; etc.
- (vi) Willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged documents by the firm or using any other illegal/unfair means.

- (vii) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
- (viii) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/ replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.
- (ix) If the firm repeatedly and/or habitually resorts to revision of price and terms of offer within the validity period of the tender and/or submission of ambiguous and misleading offers, post tender modifications in order to undermine the decision-making process.
- (x) Failure to pay legitimate dues to CIL/Subsidiary Companies including dues arising out of Risk Purchase and when CIL and/or its Subsidiary Companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
- (xi) Continued and repeated failure to meet contractual obligations.
- (xii) Canvassing and lobbying to get undue favour from the Company.
- (xiii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
- (xiv) Non-supply of material, abandonment of works, etc.
- (xv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.

In case a firm is banned under any of the clauses - 2(i) to (vii) and Clauses- 2 (ix) to (xiii) by a subsidiary company, the firm shall be considered for banning in all subsidiary Companies including CIL(HQ). For banning of the firm across CIL(HQ) and its Subsidiaries, CIL(HQ) will initiate action as per clause - 5.7 below.

In case banning is done against any of the clauses - 2(viii), (xiv) and (xv) by a subsidiary Company, the banning will be limited to the subsidiary who has done the banning. However, the same can be extended to all other subsidiaries by CIL HQ depending on the conduct and performance of the firm in other subsidiaries as per process of clause -5.8 below.

### **3. Approving Authority for Banning / Debarment**

If the ban is applicable within a Subsidiary Company, CMD of that Subsidiary Company is the competent authority to order banning of business with a firm. For banning of business with CIL and all Subsidiary Companies, approval is to be accorded by Chairman, CIL.

### **4. Period of Banning / Debarment**

The period of banning should be decided based on the gravity of the offence and the quantum of loss suffered by CIL or the Subsidiary Companies. In case banning is proposed under clause- 2 (i), (ii) & (iii), the banning period should not be exceeding three years. In case banning is proposed under other sub-sections of clause- 2, banning period should not exceed two years.

## **5. Procedure for Banning / Debarment**

- 5.1** All proposals of banning of business relating to procurement of goods and related services including proposals initiated by Area shall be put up to HOD, MM Department of Subsidiary HQ along with all relevant documents. In case of procurement being dealt by CIL (HQ), such proposals shall be put up to HOD (MM), CIL (HQ). The HOD, in turn, will have the case investigated, if necessary with the assistance of Vigilance Department and submit the case with his recommendation to the competent authority i.e. CMD of the Subsidiary Company/Chairman, CIL, as the case may be.
- 5.2** In case the competent authority decides that action against a firm is called for, it may recommend issue of a notice to the firm asking it to show cause why it should not be banned for a specified period in view of the allegations against it. Details of the allegations/charges may be appended to the show cause notice, signed by the HOD of the concerned MM Department, and the firm should be asked to submit its reply within 21 days. All the correspondence with the firm shall be made by speed post/ registered post.
- 5.3** On receipt of a reply of the show cause notice or where no reply is received within the stipulated period, the HOD may put up a proposal for either –
- a) Exonerating the firm, if the statement of defense of the firm is found to be satisfactory and the charges framed against the firm are not substantiated.
  - b) Banning of business dealings with the firm for a specified period.
- 5.4** The HOD will submit the case with his recommendation to the competent authority i.e. CMD of the Subsidiary Company/Chairman, CIL, as the case may be. If the competent authority, after going through the proposal of the HOD, decides to ban business dealings with a firm, an order to that effect should be issued to the firm.
- 5.5** Copies of the orders of banning of business dealing with the firm should be sent to all HODs and CVO of the Subsidiary Company concerned as well as to HOD, MM Department and CVO of CIL (HQ) and other Subsidiary Companies. HOD, MM Department of CIL (HQ) and other Subsidiary Companies will circulate the same to all concerned. Copies of the orders of banning of business dealings with the firm will also be uploaded on the website of procuring entity (Subsidiary Company / CIL, as the case may be) and e-procurement portal.
- 5.6** During the period of banning, no business dealing can be entered into with the firm by the Subsidiary Company which has issued the banning order. In case banning order is issued by CIL(HQ), it will be applicable for the whole of Coal India. Normally, contracts conclude before the issue of the banning order shall not be affected by the banning order. However, considering the gravity of the offence, the existing ongoing contracts may also be terminated after observing the formalities of termination as stipulated in the existing contracts. The order of banning should specify whether all the existing ongoing contracts are covered under the banning or whether certain existing contracts are excluded from the scope of banning. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of joint ventures, all the partners (jointly and severally) in case partnership firm, owner / proprietor in case of proprietorship firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner / proprietor / partner make/form

different firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a company then only the company shall be debarred.

**5.7** In case banning is done by the subsidiary company under any of the clauses - 2(i) to (vii) and Clauses 2 (ix) to (xiii), the subsidiary company after issue of banning order will send a self - contained note to CIL (HQ) with all relevant documents, for processing of banning of the firm across all subsidiaries including CIL (HQ). MM Department, CIL(HQ) will submit the proposal to Chairman, CIL for according approval for issuing a fresh Show Cause notice to the firm giving 21 days time to reply, for banning of the firm in CIL and its Subsidiaries.

**5.8** On receipt of the order of Banning of Business with any firm by any Subsidiary Company (in case banning is done under any of Clauses - 2(viii), (xiv) and (xv)), MM Department, CIL (HQ) will ascertain the conduct (violation of IP, CIPP etc.) and performance (Product Performance, Non - Delivery etc.) of the firm at other subsidiaries. In case performance or conduct of the firm is not satisfactory even in one more subsidiary (excluding the one in which the firm is banned), the proposal may be initiated for banning of the firm at other Subsidiaries (including CIL HQ).

If it is decided to resort to banning of business of the firm with other subsidiaries (including CIL HQ), a fresh Show Cause notice will have to be issued to the firm giving 21 days to reply after approval of Chairman, CIL.

In case, it is decided not to extend the banning to other subsidiaries (including CIL HQ), the same should also be put to Chairman, CIL for approval.

**5.9** If the competent authority, after going through the proposal of the HOD, decides to ban business dealings with a firm, an order to that effect should be issued to the firm. The order imposing banning on the business dealings with the firm should specifically mention whether the ban would extend to all the Subsidiary Companies, in case it is decided to do so and also the period of banning in number of years.

**5.10** Copies of the order of banning issued by CIL will be sent to HODs, MM Department and CVOs of all Subsidiary Companies and CVO, CIL. It will also be uploaded on the web-site of CIL and e-procurement portal.

**5.11** If after issuance of banning order by the Subsidiary Company/ CIL (HQ), the firm comes up with any appeal or representation seeking withdrawal or any modification of the order, the matter should be decided with the approval of Chairman, CIL.

**6** The debarment done by DoE / MoC shall also be applicable in CIL and its Subsidiaries.

**7** No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE / MoC / CIL / Subsidiary (as applicable) if such debarment has been done before the last date of bid submission.

**8** In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the firm and may get a written commitment from the firm that its performance will improve.