



संक्र०: CIL/C2D/Purchase Manual 2020/Amendment/ 63


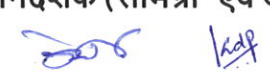
दिनांक: 28.04.2022

## कार्यालय आदेश

### विषय: Amendments to Purchase Manual, 2020 (Amendment No. 14)

Ministry of Coal has vide OM no. 301/2/2020/NA dated 19.01.2022 forwarded the DPIIT DO No. P-25020/10/2020-EODB dated 10.01.2022 for reducing or simplifying unnecessary interfaces and complex procedures. Keeping in view the above objective, a review of Purchase Manual was carried out and certain clauses of Purchase Manual 2020 have been amended. The amended clauses are enclosed in Appendix A. The revised Annexures 23 "Pre-Contract Integrity Pact" is attached as Appendix B.

This is issued with the approval of Chairman, CIL.

  
कार्यकारी निदेशक (सामग्री एवं अनुबंध)  


### वितरण:

१. निदेशक (तकनीकी) /निदेशक (कार्मिक) /निदेशक (वित्त) /निदेशक (विपणन), सीआईएल
२. अ.प्र.नि, बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
३. निदेशक (तक.) -पी&पी/सं, बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. मुख्य सतर्कता अधिकारी, सीआईएल
५. कार्यकारी निदेशक (समन्वय) / अध्यक्ष के तकनीकी सचिव, सीआईएल
६. कार्यकारी निदेशक (एस&आर), सीआईएल
७. महाप्रबंधक (वित्त) /महाप्रबंधक (प्रशासन) /महाप्रबंधक (ईईडी) /महाप्रबंधक (उत्पादन)/महाप्रबंधक (सिविल) /महाप्रबंधक (सीएमसी) /महाप्रबंधक (सीवी) /महाप्रबंधक (कोवि) /महाप्रबंधक (प्रणाली) /महाप्रबंधक (ई&टी), सीआईएल
८. महाप्रबंधक (सा.प्र), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. महाप्रबंधक (उत्खनन/ई&एम), बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
१०. महाप्रबंधक (वित्त), बीसीसीएल/सीसीएल/सीएमपीडीआईएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
११. महाप्रबंधक, एनईसी
१२. सा.प्र विभाग, सी.आई.एल के सभी अधिकारीगण

Existing provision	Amended provision
<p><b><u>Chapter 2</u></b>  <b>Clause 2.8.3.7</b>  Further, vide Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises  .....  .....</p> <p>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, <b><u>duly notarized</u></b>, for relaxation from the criteria of prior experience and prior turnover:</p> <ul style="list-style-type: none"> <li>• a valid BIS Marking License for the quoted items  or</li> <li>• Rate contract issued by CIL/its Subsidiary Companies for the quoted items  or</li> <li>• a valid DGMS Approval certificate for the quoted items  or</li> <li>• Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.</li> </ul> <p>The document(s)/certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/ certificate(s) valid on the date of supply, <b><u>duly notarized</u></b>, must accompany their bill(s).</p>	<p><b><u>Chapter 2</u></b>  <b>Clause 2.8.3.7:</b>  Further, vide Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 of MoMSME, it has been clarified that all Central Ministries/ Departments/ Central Public Sector Undertakings may relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises  .....  .....</p> <p>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, <b><u>digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal)</u></b>, for relaxation from the criteria of prior experience and prior turnover:</p> <ul style="list-style-type: none"> <li>• a valid BIS Marking License for the quoted items  or</li> <li>• Rate contract issued by CIL/its Subsidiary Companies for the quoted items  or</li> <li>• a valid DGMS Approval certificate for the quoted items  or</li> <li>• Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.</li> </ul> <p>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 <b><u>self-certified</u></b> copy of such document(s)/ certificate(s) valid on the date of supply, must accompany their bill(s).</p> <p><b><u>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.</u></b></p> <p><b><u>Note - The above amended provision however does not overrule existing provisions of mode of document submission by bidders during the course of a tender.</u></b></p>

Existing provision	Amended provision
<p><b><u>Chapter 6</u></b> <b>Clause 6.6.4</b> Signing of Application Forms a. Proprietorship Firms: The application should be signed by the proprietor. b. Partnership Firms: The application should be signed by all partners. c. Companies: The application should be signed by the Managing Director or any of the Directors of the firm duly authorized. In case the application has been signed by a person holding power of attorney on behalf of an authorized signatory (Proprietor / Partners / Directors), a copy of the power of attorney <b><u>duly attested by the Notary Public/1st Class Magistrate</u></b> should be furnished along with the application.</p>	<p><b><u>Chapter 6</u></b> <b>6.6.4</b> Signing of Application Forms a. Proprietorship Firms: The application should be signed by the proprietor. b. Partnership Firms: The application should be signed by all partners. c. Companies: The application should be signed by the Managing Director or any of the Directors of the firm duly authorized. In case the application has been signed by a person holding power of attorney on behalf of an authorized signatory (Proprietor / Partners / Directors), a copy of the power of attorney <b><u>duly self-attested</u></b> should be furnished along with the application.</p>
<p><b><u>Chapter 9</u></b> &amp; <b><u>Chapter 10</u></b> <b>Clause 9.6.3 ii</b> &amp; <b>Clause 10.9 ii</b> The bidder will be asked to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.</p>	<p><b><u>Chapter 9</u></b> &amp; <b><u>Chapter 10</u></b> <b>Clause 9.6.3 ii</b> &amp; <b>Clause 10.9 ii</b> The bidder will be asked to submit a copy of the last (latest) purchase order (<b><u>bidder may opt to mask the price portion and shall submit an undertaking that priced copy will be submitted on being LI after opening of Price bid/Reverse Auction</u></b>) for the similar/ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.</p>
<p><b><u>Chapter 10</u></b> <b>Clause 10.3.2</b> <b>Sub-clause b) 4</b> <b>Indian Manufacturing entity of foreign manufacturer:</b> Indian manufacturing entity of foreign manufacturer is eligible to bid as indigenous manufacturer if the foreign manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment.  In such case the bidder shall be required to submit <b><u>notarized copy</u></b> of valid Legal Agreement / Collaboration Agreement / License Agreement / MoU with Foreign (principal) manufacturer for the equipment being offered to prove their status as Indian manufacturing entity of foreign manufacturer. Such bidders shall be required to</p>	<p><b><u>Chapter 10</u></b> <b>Clause 10.3.2</b> <b>Sub-clause b) 4</b> <b>Indian Manufacturing entity of foreign manufacturer:</b> Indian manufacturing entity of foreign manufacturer is eligible to bid as indigenous manufacturer if the foreign manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment.  In such case the bidder shall be required to submit copy of valid Legal Agreement / Collaboration Agreement / License Agreement / MoU with Foreign (principal) manufacturer <b><u>digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal)</u></b> for the</p>

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Existing provision	Amended provision
<p>submit tender specific declaration by the Principal manufacturer. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares consumables and service support for smooth running of the equipment during its lifetime.</p>	<p>equipment being offered to prove their status as Indian manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal manufacturer. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares consumables and service support for smooth running of the equipment during its lifetime.</p> <p><u><i>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required</i></u></p> <p><u><i>Note - The above amended provision however does not overrule existing provisions of mode of document submission by bidders during the course of a tender.</i></u></p>
<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria for High Capacity HEMM</b>  <b>Sub-clause 2.3</b>  In case the indigenous manufacturer is quoting the same / similar type &amp; model of the equipment as supplied by their foreign collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for proveness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of [..N..] nos. of quoted model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to [20 years in case of Draglines and 10 years in case of High Capacity Dumpers, RBH Drills, Dozers, Electric Rope and Hydraulic Shovels] from the date of opening of tender and all of them performed satisfactorily for a minimum period of three years from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits <u>notarized copy</u> of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares &amp; consumables and service support for smooth running of the</p>	<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria for High Capacity HEMM</b>  <b>Sub-clause 2.3</b>  In case the indigenous manufacturer is quoting the same / similar type &amp; model of the equipment as supplied by their foreign collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for proveness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of [..N..] nos. of quoted model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to [20 years in case of Draglines and 10 years in case of High Capacity Dumpers, RBH Drills, Dozers, Electric Rope and Hydraulic Shovels] from the date of opening of tender and all of them performed satisfactorily for a minimum period of three years from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits <u>digitally signed copy (for documents submitted on e-procurement portal) / self-certified copy (for documents submitted in modes other than e-procurement portal)</u> of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment</p>

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Existing provision	Amended provision
<p>equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p> <p>Minimum quantities 'N' will be indicated in specific tenders. This quantity (N) would be equal to 10 numbers for Dumpers &amp; 5 numbers each for Electric Rope &amp; Hydraulic Shovels, RBH Drills and Dozers and 01 No. for Draglines.</p> <p>If the bidder claims proveness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per subclause-2.8 below</p>	<p>covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p> <p>Minimum quantities 'N' will be indicated in specific tenders. This quantity (N) would be equal to 10 numbers for Dumpers &amp; 5 numbers each for Electric Rope &amp; Hydraulic Shovels, RBH Drills and Dozers and 01 No. for Draglines.</p> <p>If the bidder claims proveness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per subclause-2.8 below</p> <p><u><i>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required</i></u></p> <p><u><i>Note - The above amended provision however does not overrule existing provisions of mode of document submission by bidders during the course of a tender.</i></u></p>
<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria for High Capacity HEMM</b>  <b>Sub-clause 2.4</b>  In case the indigenous manufacturer is quoting the same / similar type &amp; model of the equipment as supplied by their licensor having valid IPR for the same type &amp; model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for proveness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of [..N..] nos. of quoted model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to [20 years in case of Draglines and 10 years in case of High Capacity Dumpers, RBH Drills, Dozers, Electric Rope and Hydraulic Shovels] from the date of opening of</p>	<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria for High Capacity HEMM</b>  <b>Sub-clause 2.4</b>  In case the indigenous manufacturer is quoting the same / similar type &amp; model of the equipment as supplied by their licensor having valid IPR for the same type &amp; model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for proveness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of [..N..] nos. of quoted model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to [20 years in case of Draglines and 10 years in case of High Capacity Dumpers, RBH Drills, Dozers, Electric Rope and Hydraulic Shovels] from the date of opening of</p>

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Existing provision	Amended provision
<p>tender and all of them performed satisfactorily for a minimum period of three years from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits <u>notarized copy</u> of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p> <p>Minimum quantities 'N' will be indicated in specific tenders. This quantity [N] would be equal to 10 numbers for Dumpers &amp; 5 numbers each for Electric Rope &amp; Hydraulic Shovels, RBH Drills and Dozers and 01 No. for Draglines.</p> <p>If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause-2.8 below.</p>	<p>tender and all of them performed satisfactorily for a minimum period of three years from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits <u>digitally signed copy (for documents submitted on e-procurement portal) / self-certified copy (for documents submitted in modes other than e-procurement portal)</u> of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p> <p>Minimum quantities 'N' will be indicated in specific tenders. This quantity [N] would be equal to 10 numbers for Dumpers &amp; 5 numbers each for Electric Rope &amp; Hydraulic Shovels, RBH Drills and Dozers and 01 No. for Draglines.</p> <p>If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause-2.8 below.</p> <p><u>If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required)</u></p> <p><u>Note - The above amended provision however does not overrule existing provisions of mode of document submission by bidders during the course of a tender.</u></p>
<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria for High Capacity HEMM</b>  <b>Sub-clause 2.5</b>  Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:  In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for</p>	<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria for High Capacity HEMM</b>  <b>Sub-clause 2.5</b>  Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:  In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for</p>

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Existing provision	Amended provision
<p>manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of [..N..] nos. of offered model or similar equipment thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to [20 years in case of Draglines and 10 years in case of High Capacity Dumpers, RBH Drills, Dozers, Electric Rope and Hydraulic Shovels] from the date of opening of tender and all of them have performed satisfactorily for a minimum period of three years from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits <u>notarized copy</u> of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life. Minimum quantities 'N' will be indicated in specific tenders. This quantity [N] would be equal to 10 numbers for Dumpers &amp; 5 numbers each for Electric Rope &amp; Hydraulic Shovels, RBH Drills and Dozers and 01 No. for Draglines.</p> <p>If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause-2.8 below.</p>	<p>manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of [..N..] nos. of offered model or similar equipment thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to [20 years in case of Draglines and 10 years in case of High Capacity Dumpers, RBH Drills, Dozers, Electric Rope and Hydraulic Shovels] from the date of opening of tender and all of them have performed satisfactorily for a minimum period of three years from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits <u>digitally signed copy (for documents submitted on e-procurement portal) / self-certified copy (for documents submitted in modes other than e-procurement portal)</u> of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life.</p> <p>Minimum quantities 'N' will be indicated in specific tenders. This quantity [N] would be equal to 10 numbers for Dumpers &amp; 5 numbers each for Electric Rope &amp; Hydraulic Shovels, RBH Drills and Dozers and 01 No. for Draglines.</p> <p>If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause-2.8 below.</p> <p><u>If the documents are related to the OEM or principal, the self-certification of OEM or</u></p>

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Existing provision	Amended provision																														
	<p><u>principal shall also be required)</u></p> <p><u>Note - The above amended provision however does not overrule existing provisions of mode of document submission by bidders during the course of a tender.</u></p>																														
<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria</b>  <b>Sub-clause 7</b>            Proveness criteria for spare parts:            In case of procurement of Spare Parts through Open tenders, the offered Spare Parts shall be considered proven provided that the tendered item(s) 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.</p>	<p><b>Chapter 10</b>  <b>Clause 10.3.2 e) Proveness Criteria</b>  <b>Sub-clause 7</b>            Proveness criteria for spare parts:            In case of procurement of Spare Parts through Open tenders, the offered Spare Parts shall be considered proven provided that the tendered item(s) 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.</p> <p><u>Note: The OEM / OES participating in Open/Limited tenders for procurement of Spare Parts for their equipment shall be exempted from Proveness criteria</u></p>																														
<p><b>Chapter 11</b>  <b>Clause 11.2.12</b>            The following clause shall be incorporated in the tender enquiry:            The bidders will have to upload along with their offer, <b>duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper</b> as per prescribed format, failing which their offer may not be considered. <b>The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact.</b> In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:</p> <table border="1" data-bbox="201 1597 812 1771"> <thead> <tr> <th>Sl.</th> <th>Name of IEM</th> <th>Address</th> <th>e-Mail ID</th> <th>Mobile No.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).</p>	Sl.	Name of IEM	Address	e-Mail ID	Mobile No.											<p><b>Chapter 11</b>  <b>Clause 11.2.12</b>            The following clause shall be incorporated in the tender enquiry:            The bidders will have to upload along with their offer, <u>digitally signed</u> Pre-Contract Integrity Pact as per prescribed format, failing which their offer may not be considered. In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:</p> <table border="1" data-bbox="847 1444 1457 1619"> <thead> <tr> <th>Sl.</th> <th>Name of IEM</th> <th>Address</th> <th>e-Mail ID</th> <th>Mobile No.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).</p>	Sl.	Name of IEM	Address	e-Mail ID	Mobile No.										
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**Pre-Contract Integrity Pact**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of bid submission, between on one hand, Coal India Limited / Subsidiary Cos. (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and Undersigned who is authorized to sign the bid (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure the tendered Stores/Equipment/Items/Goods and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Section 3 - Disqualification from tender process and exclusion from future contracts

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

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Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e " Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

#### Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

#### Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an

employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

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

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future business dealings.

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

#### Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

#### Section 11- Facilitation of Investigation

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

#### Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### Section 13 - Other Legal Actions.

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

(For & On behalf of Bidder/ Contractor)

This document is digitally signed



