

COAL INDIA LIMITED

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कोल इंडिया लिमिटेड

(एक महारत्न कंपनी)

सामग्री प्रबंधन विभाग

कोल भवन, प्लॉट सं.-ए.एफ.-३, एक्शन एरिया-१ए

न्यू टाउन, राजरहाट, कोलकाता - ७००१५६

फ़ोन : ०३३-२३२४४१२७, फैक्स : ०३३-२३२४४११५

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संक्र० CIL/C2D/PM 2020/Amendment/181

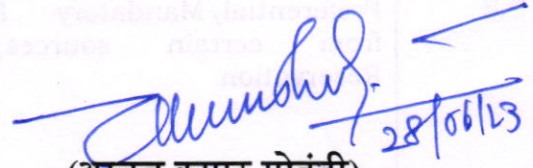
दिनांक- 28.06.2023

कार्यालय आदेश

विषय: Amendment to Purchase Manual, 2020 (Amendment No. 15)

CIL's CFDs, during their 306th meeting held on 10.05.2023 and 307th meeting held on 25.05.2023, approved amendments to certain clauses of the Purchase Manual, 2020. The amended provisions of these clauses are enclosed as Appendix-A. The changes to Clause-23.7 (Flow Chart) arising out of these amendments are enclosed as Appendix-B.

संलग्न - उपरोक्तानुसार



(अम्बुज कुमार मोहंती)

कार्यकारी निदेशक (सामग्री एवं संविदा)

मुद्रा

वितरण:

१. निदेशक (तकनीकी) / निदेशक (वित्त) / निदेशक (विपणन) / निदेशक (कार्मिक) / निदेशक (बीडी), सीआईएल
२. अ प्र नि, बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
३. निदेशक (तकनीकी) - पी&पी/सं, बीसीसीएल/सीसीएल/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
४. मुख्य सतर्कता अधिकारी, सीआईएल
५. कार्यकारी निदेशक (समन्वय) / (सुरक्षा एवं बचाव) / (उत्पादन) / (आईसीटी) / (पर्यावरण) / (वित्त) / (सोलार) / (ईई) / (भूमि), सीआईएल
६. महाप्रबंधक, नार्थ ईस्टर्न कोलफील्ड्स
७. महाप्रबंधक (वित्त) / (सिविल) / महाप्रबंधक (सीएमसी) / महाप्रबंधक (सी&एफ) / महाप्रबंधक (ईईडी) / महाप्रबंधक (ई&एम) / महाप्रबंधक (सीवी) / महाप्रबंधक (प्रणाली) / महाप्रबंधक (ई&टी) / महाप्रबंधक (ईआरपी), सीआईएल
८. महाप्रबंधक (सा/प्र) / (वित्त), बीसीसीएल/सीसीएल/सीएमपीडीआई/ईसीएल/एमसीएल/एनसीएल/एसईसीएल/डब्ल्यूसीएल
९. सा प्र विभाग, सी.आई.एल के सभी अधिकारीगण



भारत 2023
G20
ONE EARTH - ONE FAMILY - ONE FUTURE

APPENDIX-A


Ref. No.	PM Clause	Existing Provision	Amended Provision
1	1.4.4	The procedure laid down in this Purchase Manual is to be followed by all entities of CIL, involved in procurement of goods.	The procedure laid down in this Purchase Manual is to be followed by all entities of CIL, involved in procurement of goods. However, these guidelines would not be applicable to projects funded by World Bank and other International Funding Agencies, as, such external aid/ loans etc. received are covered under the applicable policies/ legal agreements executed as permitted under Rule 264 of GFR 2017.
2	2.8	Preferential/Mandatory Purchase from certain sources/Product Reservation	Preferential/Mandatory Purchase from certain sources/Product Reservation (Note: Before considering any Purchase Preference / product reservation mentioned below, the Procuring Entity should check the latest directives issued by CIL and Department of Expenditure in this regard for necessary action.)
3	2.8.2.1	As per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, GoI has reserved 358 items for exclusive purchase from MSEs as defined under MSMED Act, 2006. Ministries/Departments and Public Sector Undertakings are required to purchase these items only from MSEs registered with either District Industries Centers (DIC) or KVIC or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or having Udyog Aadhaar Memorandum. Entrepreneurs Memorandum (EM-II) signed by DIC is also being used for such purpose. A list of the 358 items is given in Annexure-2.	As per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, GoI has reserved 358 items for exclusive purchase from MSEs as defined under MSMED Act, 2006. Ministries/Departments and Public Sector Undertakings are required to purchase these items only from MSEs having Udyam Registration. A list of the 358 items is given in Annexure-2.
4	2.8.3.3	CIL and its Subsidiary Companies are required to procure 358 items [as the list is reviewed by Ministry of MSME (MoMSME) from time to time], reserved for MSEs, from MSEs only. These items may be procured	CIL and its Subsidiary Companies are required to procure 358 items [as the list is reviewed by Ministry of MSME (MoMSME) from time to time it is advised to check the latest list before tendering], reserved for MSEs, from

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		from non-MSE firms if no offer is received from the MSEs in the first tender issued to MSEs only. In case a tender is invited for multiple items including items reserved to be procured from MSEs, along with other non-reserved items, then serial numbers of the items reserved to be procured from MSEs are to be clearly indicated in the NIT that they are to be procured from MSEs only. For the other non-reserved items, the eligibility criteria are to be clearly indicated in the NIT.	MSEs only. If required, NSIC may be contacted for locating the sources for such reserved items. These items may be procured from non-MSE firms if no offer is received from the MSEs in the first tender issued to MSEs only. In case a tender is invited for multiple items including items reserved to be procured from MSEs, along with other non-reserved items, then serial numbers of the items reserved to be procured from MSEs are to be clearly indicated in the NIT that they are to be procured from MSEs only. For the other non-reserved items, the eligibility criteria are to be clearly indicated in the NIT.
5	2.8.3.4	In terms of MSME's OM No. 21(2) 12016-MA dated 18.02.2016, all MSEs who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for MSEs Order, 2012.	[Deleted]
6	2.8.3.4	New	In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category it was in before the re-classification, for a period of three years from the date of such upward change. Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.
7	2.8.3.12	A Review Committee of Ministry of MSME may consider any request of Ministries/ Departments/ CPSUs which are procuring items of unique nature, for exemption from 25% (Twenty five percent) procurement targets on case to case basis.	A Review Committee of Ministry of MSME may consider any request of Ministries/ Departments/ CPSUs which are procuring items of unique nature, for exemption from 25% (Twenty five percent) procurement targets on case to case basis. CIL has obtained relaxation from the Review Committee for items beyond the scope / capacity of MSEs. However, CIL has to achieve a target of minimum 35% procurement from MSEs for all non-exempted items from FY 2022-23 onwards. The Minutes of

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Ref. No.	PM Clause	Existing Provision	Amended Provision
			Review Committee Meeting granting exemption to specific classes of items are incorporated as Appendix-C.
8	2.8.3.13	New	Procurement details, keeping in mind the relaxation provided to CIL by the Review Committee, are to be uploaded on monthly basis on MSME 'Sambandh' Portal launched by Ministry of MSME.
9	2.8.4	Procurement of stationery and consumables from Kendriya Bhandar, NCCF, etc.	[Deleted]
10	2.9	Purchase Preference for Domestically Manufactured Electronic Products	[Deleted]
11	2.11.C	<p>In respect of critical spare parts for underground machines, procurement shall be made from OEM/OES/OPM only. If Single Tender is issued for procurement from OEM/OES, the same can be issued on proprietary basis based on a Proprietary Certificate or on special technical consideration basis, as the case may be, as per the provisions contained in CIL's Purchase Manual. In case of non-critical items, the procurement from proven sources may be considered as per Clause-E below.</p> <p>The definition of OEM, OES, OPM and Proven Sources are given at Clause-H.</p> <p>In case, OEM/OES/OPM does not quote directly as a matter of its corporate policy to any organization (Government or Private), its authorized distributor/ dealer/ agent may quote with specific authorization from OEM/OES/OPM. In such cases, the price quoted by authorized distributor/ dealer/ agent shall be authenticated by the Principal along with the offer.</p>	<p>In respect of critical spare parts for underground machines, procurement shall be made from OEM/OES/OPM only. If Single Tender is issued for procurement from OEM/OES, the same can be issued on proprietary basis based on a Proprietary Certificate or on special technical consideration basis, as the case may be, as per the provisions contained in CIL's Purchase Manual. In case of non-critical items, the procurement from proven sources may be considered as per Clause-E below.</p> <p>The definition of OEM, OES, OPM and Proven Sources are given at Clause-H.</p> <p>In case OPM does not quote directly as a matter of its corporate policy to any organization (Government or Private), except in situations like supplies to OEM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints, its authorized distributor/ dealer/ agent may quote with specific authorization from OPM. In such cases, the price quoted by authorized distributor/ dealer/ agent shall be authenticated by the Principal along with the offer.</p>
12	5.3	In respect of new items or new technology or equipment/ items which are uniquely custom-built to specifications, budgetary quotations may be obtained from the known	In respect of new items or new technology or equipment/ items which are uniquely custom-built to specifications, budgetary quotations may be obtained from the known

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		sources after firming up the scope of work including special conditions of contract so that potential suppliers can understand the scope and send quotations. While collecting budgetary quotes etc., no commitments and assurances will be held out to prospective vendors / suppliers / contractors. Quotations can be collected by physical copy, letter, fax, e-mail, etc. In addition, published price lists of the potential vendors, as may be available on the website or otherwise, may also be checked.	sources after firming up the scope of work including special conditions of contract so that potential suppliers can understand the scope and send quotations. While collecting budgetary quotes etc., no commitments and assurances will be held out to prospective vendors / suppliers / contractors. Quotations can be collected by physical copy, letter, fax, e-mail, etc. Ideally, there should be three quotes. However, there is need to have a time schedule for receipt of quotes to ensure some timeframe for this activity. Thus: a. An attempt should be made to obtain as many budgetary quotes as possible from reputed/potential firms and a time of 21 (twenty-one) days be indicated. In the event of receipt of less than three budgetary quotes, two extensions of up to 10 (ten) days each may be considered; and b. In the event of non-availability of three quotes within the above extended period, the estimates should be prepared on the basis of the number of budgetary quote(s) received, which may even be one; and where more than one budgetary quote is received, the estimate should be framed on an average of the quotes which will reduce variations and fluctuations. In addition, published price lists of the potential vendors, as may be available on the website or otherwise, may also be checked.
13	5.8	The indenter should give the estimated cost, item-wise in the indent.	The indenter should give the estimated cost, item-wise in the indent. Estimation for capital and revenue components of the indent should be made separately.
14	6.2.10	New	Vendors / Suppliers should be encouraged to register themselves on GeM website also.
15	6.2A	New	<u>Empanelment of contractors:</u> Contractors may be empaneled for those specific goods and services which are required from them regularly. Performance of such empaneled

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Ref. No.	PM Clause	Existing Provision	Amended Provision
			contractors should be reviewed periodically. The list of empaneled contractors shall be updated on a regular basis. The category/ class of contractors may be upgraded/ downgraded or contractors may be de-listed based on their performance. Empanelment of contractors shall be done in a fair and equitable manner, preferably online after giving due publicity.
16	6.5.1.b	Authorized Agents/Distributors of Manufacturers: For Indigenous Items, where the manufacturers, as a matter of policy, do not directly quote/ market their products, Authorized Agents/ Distributors can be considered for registration. In such cases, a certificate from the original manufacturer should be obtained to get satisfied about the bonafide of such Agents/ Distributors.	Authorized Agents/Distributors of Manufacturers: For Indigenous Items, where the manufacturers, as a matter of policy, do not directly quote/ market their products (except in situations like supplies to OEM/OES/OPM or supplies of spares and consumables bundled with supply of equipment or supplies to customers not covered by dealer network due to geographical/ logistics constraints) , Authorized Agents/ Distributors can be considered for registration. In such cases, a certificate from the original manufacturer should be obtained to get satisfied about the bonafide of such Agents/ Distributors.
17	6.6.2.k. 1.i	that, as a matter of policy, it does not directly quote/ market their products anywhere in India.	that, as a matter of policy, it does not directly quote/ market their products anywhere in India (except in situations like supplies to OEM /OES/ OPM or supplies of spares and consumables bundled with supply of equipment or supplies to customers not covered by dealer network due to geographical/ logistics constraints) .
18	6.13.2.x iv	Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.	(xiv) Non-supply of material, abandonment of works, etc. (xv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.
19	6.13.6	New	The debarment done by DoE / MoC shall also be applicable in CIL and its Subsidiaries.
20	6.13.7	New	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

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Ref. No.	PM Clause	Existing Provision	Amended Provision
			debarment has been done before the last date of bid submission.
21	6.13.8	New	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.
22	7.13	New	<u>Publication of Procurement Projections:</u> CIL and all Subsidiaries shall publish their procurement projections for next 5 years on their website, and update the same every Financial Year.
23	8.2.2	Above purchase without inviting quotations/bids may be made after obtaining proper invoice and warranty certificate, if any, against any manufacturing defects and on the basis of a certificate in the following format to be given by an officer who has made such purchase: <i>"I, _____ am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."</i>	These goods should be purchased through Direct Procurement on GeM portal. In case items meeting the requisite parameters (quality, specification and delivery period) are not available on GeM, they can be procured outside GeM after generating a unique "GeM Availability Report and Past Transaction Summary" (GeMAR&PTS) ID on GeM portal. Purchase without inviting quotations/bids may be made after obtaining proper invoice and warranty certificate, if any, against any manufacturing defects and on the basis of a certificate in the following format to be given by an officer who has made such purchase: <i>"I, _____ am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."</i> In larger cities, reputed internet shopping portals and Shopping Malls may also be explored for purchase without quotation.
24	8.3.1	Purchase of goods, irrespective of nature of the items, costing above Rs. 25,000.00 (Rupees Twenty Five Thousand only) and upto Rs. 2,00,000.00 (Rupees Two Lakhs only) on each occasion may be made	Purchase of goods, irrespective of nature of the items, costing above Rs. 25,000.00 (Rupees Twenty Five Thousand only) and upto Rs. 2,00,000.00 (Rupees Two Lakhs only) on each occasion may be made on the


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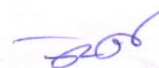
Ref. No.	PM Clause	Existing Provision	Amended Provision
		on the recommendations of a duly constituted Local Purchase Committee (LPC) consisting of three members, one member from the User/ Administration/ Technical Department, one member each from MM and Finance. MM Department's representative, who may be an executive of any cadre discharging MM duties, will act as member secretary of the Committee. Different committees will be set up at Unit/ Area/ HQ level. The committee will conduct a market survey to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier.	recommendations of a duly constituted Local Purchase Committee (LPC) consisting of three members, one member from the User/ Administration/ Technical Department, one member each from MM and Finance. MM Department's representative, who may be an executive of any cadre discharging MM duties, will act as member secretary of the Committee. Different committees will be set up at Unit/ Area/ HQ level. Purchase of goods by LPC will be made only when goods meeting requisite criteria (quality, specification and delivery time) are not available on GeM. In such cases, it is mandatory for a buyer to generate a "GeM Availability Report and Past Transaction Summary" (GeMAR&PTS) with a unique ID on GeM portal using his login credentials on GeM.
25	8.3.2	In such cases , the quotations shall be solicited from as many different suppliers as possible, which in any case shall not be less than three. After identifying product(s) meeting the technical requirement and sources thereof, the LPC will issue a written letter/ NIT containing scope of supply/ specifications and main terms and conditions like payment, warranty/ guarantee if any, delivery, validity of offer, etc. In such cases, EMD and SD will not be applicable. Sealed quotations will be obtained on the spot or later upto a specified date and time. These quotations will be opened by the LPC at the pre-disclosed time and venue inviting the participating bidders who choose to attend. Thereafter, the offers will be scrutinized by the LPC and recommendations will be made to the competent authority for placement of order. The purchase order will be signed by the committee. The file will be retained in the MM Department for any future reference. However, the total procurement value through LPC at Unit / Area level, in a financial year should not exceed 2% of annual	The committee will conduct a market survey to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. The quotations shall be solicited from as many different suppliers as possible, which in any case shall not be less than three. In larger cities, the presence of reputed Shopping Malls may also be included in the market survey. After identifying product(s) meeting the technical requirement and sources thereof, the LPC will issue a written letter/ NIT containing scope of supply/ specifications and main terms and conditions like payment, warranty/ guarantee if any, delivery, validity of offer, etc. In such cases, EMD and SD will not be applicable. Sealed quotations will be obtained on the spot or later upto a specified date and time. These quotations will be opened by the LPC at the pre-disclosed time and venue inviting the participating bidders who choose to attend. Thereafter, the offers will be scrutinized by the LPC and recommendations will be made to the competent authority for placement of order. The purchase order will be signed by the committee. The file will be

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		revenue budget for stores (Excluding POL & Explosives) for the particular Unit/Area. Any procurement in excess should be done through Limited Tender / Open Tender. However, for procurement through LPC at CIL (HQ) / Sub. Company (HQ)/ Office Establishments, the annual financial limit will be Rs. 1.00 crore.	retained in the MM Department for any future reference. However, the total procurement value through LPC at Unit / Area level, in a financial year should not exceed 2% of annual revenue budget for stores (Excluding POL & Explosives) for the particular Unit/Area. Any procurement in excess should be done through Limited Tender / Open Tender. However, for procurement through LPC at CIL (HQ) / Sub. Company (HQ)/ Office Establishments, the annual financial limit will be Rs. 1.00 crore.
26	8.3A.2	SPC will visit known showrooms/ dealers in the vicinity of procurement entity (not farther than nearest metro city) to identify the item(s) and vendor(s) meeting the requirement and issue a written letter/ NIT containing scope of supply/ specifications and main terms and conditions like payment, warranty/ guarantee if any, delivery, validity of offer, etc. In such cases EMD and SD will not be applicable. The vendor(s) will be asked to submit sealed quotation for the identified products on the spot or later upto a specified date and time. These quotations will be opened by the SPC at the pre-disclosed time and venue inviting the participating bidders who choose to attend. Thereafter, the offers will be scrutinized by the SPC and recommendations will be made to the competent authority for placement of order. The purchase order will be signed by the committee. The concerned user department which has initiated the requirement will retain the file for any future reference.	SPC will visit known showrooms/ dealers in the vicinity of procurement entity (not farther than nearest metro city) to identify the item(s) and vendor(s) meeting the requirement and issue a written letter/ NIT containing scope of supply/ specifications and main terms and conditions like payment, warranty/ guarantee if any, delivery, validity of offer, etc. In larger cities, the presence of reputed Shopping Malls may also be included in the market survey. In such cases EMD and SD will not be applicable. The vendor(s) will be asked to submit sealed quotation for the identified products on the spot or later upto a specified date and time. These quotations will be opened by the SPC at the pre-disclosed time and venue inviting the participating bidders who choose to attend. Thereafter, the offers will be scrutinized by the SPC and recommendations will be made to the competent authority for placement of order. The purchase order will be signed by the committee. The concerned user department which has initiated the requirement will retain the file for any future reference.
27	8.4.3	The EPC will survey the market and/ or make verbal/telephonic/written enquiries with the known reputed sources of supply to ascertain the availability of the material in the quickest possible time and identify the possible sources from whom the offers will be	The EPC will survey the market and/ or make verbal/telephonic/written enquiries with the known reputed sources of supply to ascertain the availability of the material in the quickest possible time and identify the possible sources from whom the offers will be obtained. In larger cities, the

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		obtained. In such cases, there will be no EMD and SD. The requirement of submission of PBG will depend on the nature of the item and the emergency situation. The Committee will scrutinize the offers so obtained and recommendation of purchase may be made taking into account the delivery factor.	presence of reputed Shopping Malls may also be included in the market survey. Reputed internet shopping portals may also be explored. In such cases, there will be no EMD and SD. The requirement of submission of PBG will depend on the nature of the item and the emergency situation. The Committee will scrutinize the offers so obtained and recommendation of purchase may be made taking into account the delivery factor.
28	8.5.5	Coverage under option can be made with the approval of the officer within whose power the value of the fresh purchase falls and not with reference to the contract value where option is available for utilization.	Coverage under option can be made with the approval of the officer within whose power the value of the total purchase falls (contract value + option value).
29	8.5.9	Initially the Option Clause will be operated at Subsidiary HQ / CIL (HQ) for consumables / spares / etc. (other than capital items)	The Option Clause will be operated for consumables / spares / etc. (other than capital items)
30	8.18.7	The details of the services required for maintenance of the goods, the required period of maintenance and other relevant terms & conditions including payment terms are to be incorporated in the tender document. The terms of payment for the maintenance service will depend on the nature of the goods to be maintained as well as the nature of the services desired. Generally, payment for maintenance are made on half-yearly or quarterly basis.	The details of the services required for maintenance of the goods, the required period of maintenance and other relevant terms & conditions including payment terms are to be incorporated in the tender document. The terms of payment for the maintenance service will depend on the nature of the goods to be maintained as well as the nature of the services desired. Generally, payment for maintenance are made on half-yearly or quarterly basis. A Service Level Agreement (SLA) may be incorporated in complex and large maintenance contracts. SLA should indicate guaranteed levels of service parameters like - %age uptime to be ensured; Performance output levels to be ensured from the equipment; channel of registering service request; response time for resolving the request, Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of Service Levels etc. This would include provision of help lines, complaint registration and escalation

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Ref. No.	PM Clause	Existing Provision	Amended Provision
			procedures, response time, percentage of uptime and availability of equipment, non-degradation in performance levels after maintenance, maintenance of an inventory of common spares, use of genuine spares, and so on. The maintenance contract may also include penalties (liquidated Damages) for unacceptable delays in responses and degradation in performance output of machines, including provisions for terminations.
31	8.18.12	<p>In addition to the standard terms and conditions, the following aspects shall be included in the service and maintenance contracts:</p> <p>(a) Whether the Contract is comprehensive or non-comprehensive or MARC.</p> <p>(b) Period of the Contract</p> <p>(c) The rate payable for service and maintenance of each system/subsystem for the period of the Contract.</p> <p>(d) Statutory Taxes as applicable.</p> <p>(e) Under the non-comprehensive maintenance contract, the service provider shall furnish the details of the parts/components, if any, along with the price for consideration and approval of the competent authority prior to actually replacing the parts/components. The parts/components so replaced after approval shall carry warranty for one year.</p> <p>(f) In case the maintenance contract provides for positioning the employee of the service provider in the CIL/Subsidiary Company, the service provider shall arrange for the verification of character and antecedents of the employee concerned by the local police authorities at his cost.</p> <p>(g) Penalty may be imposed for delay in response to attend break down/emergency calls.</p>	<p>In addition to the standard terms and conditions, the following aspects shall be included in the tender documents and the resultant service and maintenance contracts:</p> <p>(a) Whether the Contract is comprehensive or non-comprehensive or MARC.</p> <p>(b) Period of the Contract</p> <p>(c) The rate payable for service and maintenance of each system/subsystem for the period of the Contract.</p> <p>(d) Statutory Taxes as applicable.</p> <p>(e) Under the non-comprehensive maintenance contract, the service provider shall furnish the details of the parts/components, if any, along with the price for consideration and approval of the competent authority prior to actually replacing the parts/components. The parts/components so replaced after approval shall carry warranty for one year.</p> <p>(f) If maintenance charges would be inclusive of visiting charges, price of spares (many times, consumables such as rubber gasket, bulbs, and so on, are not included, even though major parts may be included), price of consumables (fuel, lubricants, cartridges, and so on).</p> <p>(g) Specify whether room/space, electricity, water connection, and so on, would be provided to the contractor or not, and if provided, whether it would be free of cost or on chargeable basis.</p>

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Ref. No.	PM Clause	Existing Provision	Amended Provision
			<p>(h) In case the maintenance contract provides for positioning the employee of the service provider in the CIL/Subsidiary Company, the service provider shall arrange for the verification of character and antecedents of the employee concerned by the local police authorities at his cost.</p> <p>(i) Penalty may be imposed for delay in response to attend break down/emergency calls.</p>
32	8.21.3	<p>In case of rate contract, general conditions of Rate Contract, including Price Fall Clause shall be applicable. The following documents should be furnished by the tenderer while submitting the bid:</p> <p>(a) Drug License for manufacture and sale of the item which should be valid on date of Tender opening and shall remain valid till the date of completion of supply.</p> <p>(b) Good Manufacturing Practices (GMP) Certificate.</p> <p>(c) Test Reports from Accredited laboratory of NABL authorized for conducting tests of tendered items / medicines.</p>	<p>In case of procurement of medicines / drugs on Limited / Open tender basis the following conditions shall apply</p> <p>A. The following documents should be furnished by the tenderer while submitting the bid:</p> <p>a) Drug License for manufacture and sale of the item which should be valid on date of Tender opening and shall remain valid till the date of completion of supply.</p> <p>b) The manufacturers participating in a tender should submit a non-conviction certificate issued by concerned Licensing Authority within a period of 12 (twelve) months prior to tender opening, stating that the Company has not been convicted under drugs and cosmetics Act. – 1940 & Rules 1945 or amended rules thereof, if any, with respect to Own Manufacture and/ or Loan Licensee (in case quoted products are manufactured on Loan License) during the last three years.</p> <p>The tenderer shall also submit a self-declaration, stating that the Company is not convicted under drugs and cosmetics Act. – 1940 & Rules 1945 or amended rules thereof, if any, with respect to Own Manufacture and/ or Loan Licensee (in case quoted products are manufactured on Loan License) as on date of submission of bid and shall intimate the order placing authority in case of conviction during the currency of contractual obligation.</p> <p>c) WHO-GMP certificate of Manufacturer having WHO-GMP certificate with list of product approved under WHO-GMP or Certificate of Pharmaceutical Product (COPP) for WHO-GMP practices.</p>
33	8.21.4	<p>The following additional conditions shall also be incorporated for procurement of medicines/drugs made on the basis of rate contract or otherwise:</p> <p>(a) The Pharma company/ authorized distributor/ dealer shall certify that the medicines/drugs supplied are as per the formulation specified/ approved under the Drug Control Act and Food & Drug Control Administration Regulations or any similar Regulations. The Pharma company/ authorized distributor/ dealer shall be held responsible for consequences, if any, of supplying spurious, adulterated or sub-standard medicines/ drugs not conforming to such Act/ Regulations.</p> <p>(b) The tenderers should ensure that the prices quoted by them should not contravene the provision of Drug</p>	

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		<p>Price control Order, 2013 or any other control order enforced during the relevant period. While claiming balance payments, the successful tenderer will be required to submit a certificate to this effect from any of their Internal Auditors/ Chartered Accountant.</p> <p>(c) At the time of inspection/ supply, the stocks offered for inspection should not have crossed more than 1/6th of the total useful life. Loss of premature deterioration due to biological and other activities during life span of stores shall have to be made good by the contractor free of cost.</p> <p>(d) The stores offered should strictly conform with the provision of the Drugs and Cosmetics Act, 1940 and Rule made thereunder as amended from time to time.</p> <p>(e) The Pharma company/ authorized distributor/dealer shall furnish a copy of the analytical report for each batch of medicines/drugs based on the formulation submitted by the Pharma company and approved by the Drug Control Authority/ Food & Drug Control Administration (FDCA), failing which the medicines/drugs supplied may be rejected.</p>	<p>d) Test Reports from Accredited laboratory of NABL authorized for conducting tests of tendered items/ medicines.</p> <p>B. The following additional conditions shall also be incorporated in tender:</p> <p>a) The Pharma Company shall certify that the medicines/ drugs supplied are as per the formulation specified/ approved under the Drug Control Act and Food & Drug Control Administration Regulations or any similar Regulations. The Pharma Company shall be held responsible for consequences, if any, of supplying spurious, adulterated or sub-standard medicines/ drugs not conforming to such Act/ Regulations.</p> <p>b) The tenderers should ensure that the prices quoted by them should not contravene the provision of Drug Price Control Order, 2013 or any other control order enforced during the relevant period. While claiming payments, the successful tenderer will be required to submit a certificate to this effect from any of their Internal Auditors/ Chartered Accountant.</p> <p>c) At the time of supply, the medicine should not have crossed more than 1/6th of the total useful life. Loss or premature deterioration due to biological and other activities during life span of stores shall have to be made good by the contractor free of cost.</p> <p>d) The stores offered should strictly conform to the provision of the Drugs and Cosmetics Act, 1940 and Rule made thereunder as amended from time to time.</p> <p>e) The Pharma Company shall furnish a copy of the analytical report for each batch of medicines/ drugs based on the formulation submitted by the Pharma Company and approved by the Drug Control Authority/ Food & Drug Control Administration (FDCA), failing which the medicines/ drugs supplied may be rejected.</p> <p>f) CIL and its subsidiaries shall reserve the right to get the supplied medicines/ drugs tested by NABL accredited</p>

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			laboratories. CIL subsidiaries may carryout random testing at its own cost to have a check on quality. Note: If it is decided by the Medical Office In-charge of the consignee hospital/ store to get the sample tested through NABL, the same shall be sent in such a way that name of manufacturer does not come to the knowledge of testing laboratory. The random sample shall be given a unique code for reference. The medicines of such consignment should not be used until satisfactory test report is received.
34	8.23.1	Ministry of Commerce & Industry, Government of India has hosted an online Government e-Marketplace (GeM) for procurement of common use Goods & Services required by various Government Departments/ Organizations/ PSUs. The procurement process on GeM is end to end from placement of supply order to payment to suppliers. The credentials of suppliers shall be certified by GeM. The procuring authorities will certify the reasonability of rates.	Ministry of Commerce & Industry, Government of India has hosted an online Government e-Marketplace (GeM) for procurement of common use Goods & Services (extended to everything including Industrial Goods as per OM dated 03.10.2022 of Council of Ministers) required by various Government Departments/ Organizations/ PSUs. The procurement process on GeM is end to end from placement of supply order to payment to suppliers. The credentials of suppliers shall be certified by GeM. The procuring authorities will certify the reasonability of rates.
35	8.23.2.1	Procurement from Government e Market (GeM) is mandatory. Procurement through other modes will be made only when the indented item(s) is not available on GeM for which the Head of technical/ indenting dept. will certify that indented item(s) is not available on GeM.	Procurement from Government e Market (GeM) is mandatory. Procurement through other modes will be made only when the indented item(s) is not available on GeM for which the Head of technical/ indenting dept. will certify that indented item(s) is not available on GeM. It is mandatory for a buyer to generate a "GeM Availability Report and Past Transaction Summary" (GeMAR&PTS) with a unique ID on GeM portal using his login credentials on GeM for procurement outside GeM.
36	8.23.3	The guidelines issued by GeM / GoI from time to time through Notification / Circular / Office memorandum will be followed for purchase through GeM, even if the same are either not specifically indicated in the Purchase Manual / e-procurement guidelines of CIL or	The guidelines issued by GeM / GoI from time to time through Notification / Circular / Office memorandum will be followed for purchase through GeM, if the same are not provided in the Purchase Manual / e-procurement guidelines of CIL; further, GeM / GoI guidelines, even if they are not in line

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		not in line with the provisions of CIL's Purchase Manual / e-procurement guidelines.	with the provisions of CIL's Purchase Manual / e-procurement guidelines, are to be followed if the GeM portal does not provide any other option. However, if the GeM portal provides a set of options, then the option which is as per CIL's Purchase Manual / e-Procurement Guidelines is to be followed.
37	8.24	New	<p><u>Reporting of Nomination Orders</u> The Contracts / Purchase Orders arising out of the following procurement methods will be considered as orders on Nomination Basis:</p> <ol style="list-style-type: none"> Single Tender Enquiry with Proprietary Article Certificate (PAC); Single Tender Enquiry without PAC; and Purchase of Goods valued above Rs. 25,000 without tender <p>All above orders / contracts should be brought to the notice of CIL / Subsidiary Board of Directors for information and should also be posted on the company website. Further, a report regarding all Nomination Orders should be brought to the notice of CIL / Subsidiary Board of Directors every quarter for information. The audit committee may check at least 10% of such cases.</p>
38	9.2	<p>Items to be considered for Rate Contract</p> <p>The following items may be considered for bringing on rate contract:</p> <ol style="list-style-type: none"> Items that are identified as common user items and are needed by several users on recurring/ repetitive basis. Fast moving items with short shelf life or storage constraints. Items for which prices are likely to be stable and not subject to considerable market fluctuations. Items for which Rate Contract is convenient to operate. 	<p>Items to be considered for Rate Contract</p> <p>The following items may be considered for bringing on rate contract:</p> <ol style="list-style-type: none"> Items that are identified as common user items and are needed by several users on recurring/ repetitive basis. Fast moving items with short shelf life or storage constraints. Items for which prices are likely to be stable and not subject to considerable market fluctuations. Items for which Rate Contract is convenient to operate. <p>In view of Government e-Marketplace coming into operation, common use items like computers, printers, photocopiers, paper and stationary, other office items like furniture, bottled water etc., which are available on GeM are to be procured through</p>

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			GeM only. Rate Contracts will now be applicable only for specialized and engineering items which are not available on GeM, and are identified as common use items and are needed on recurring basis by various Subsidiaries or Departments.
39	9.6.3 10.9 Clause-10, Annexure-17 Clause-10, Annexure-18	<p>Price Fall Clause: “The Bidder undertakes that it has not offered to supply/ supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.</p> <p>i) The currency of contract will mean the period till completion of supply. ii) The bidder will be asked to submit a copy of the last (latest) purchase order 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. iii) 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</p>	<p>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.</p> <p>In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.</p> <p>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.</p>

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		<p>/ 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.</p> <p>iv) The supplier shall submit a certificate along with the bill(s) that it has 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."</p> <p>Note:</p> <p>a. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh.</p> <p>b. Point (ii) above is not applicable in the case of renewal of Depot Agreements.</p>	<p>Note:</p> <p>a. The currency of contract will mean the period till completion of supply.</p> <p>b. The bidder will be asked to submit a copy of the last (latest) purchase order 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.</p> <p>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.</p> <p>d. The supplier shall submit a certificate along with the bill(s) that it has 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.</p> <p>e. The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh.</p> <p>f. Point (b) above is not applicable in the case of renewal of Depot Agreements.</p>
40	10.1.1	<p>Tender Enquiry is an important document as the supplier's offer to be received in response thereto would be based on the information given and called for therein. The Tender Enquiry should, therefore, be prepared with utmost care, setting out in unambiguous terms, the requirements of the purchaser as to the quantity, quality, delivery, destination etc. and any information which may be helpful to the tenderer in the submission of his offer complete in all respects.</p>	<p>Tender Enquiry is an important document as the supplier's offer to be received in response thereto would be based on the information given and called for therein. The Tender Enquiry should, therefore, be prepared with utmost care, setting out in unambiguous terms, the requirements of the purchaser as to the quantity, quality, delivery, destination etc. and any information which may be helpful to the tenderer in the submission of his offer complete in all respects.</p> <p>The tender document is the fundamental document in the public procurement process as after award of</p>


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			the contract it becomes part of the contract agreement.
41	10.3.7.1	Earnest Money Deposit (EMD) is also known as Bid Security. Primary objective of Earnest Money Deposit (EMD) is to ensure the earnestness of the bidders in the participation of the procurement process. EMD will act as the deterrent against the bidders withdrawing or altering his bid during its validity. EMD shall be interest free. In cases of Open/ Limited tender enquires, EMD is to be obtained from the bidders except those who are registered with CIL / Subsidiary Company, Ancillary units of Subsidiary Company, MSEs as defined in clause – 2.8.2.1, Start-ups and central/State Government Organizations/ PSUs irrespective of the stores for which they are registered. In case of single tender Enquiry – both with PAC and without PAC, EMD will not be asked. EMD will not be asked in case of OEM/OES participating in Open/Limited tenders for procurement of spare parts for their equipment as well. The Bidders are required to furnish EMD along with their bids in the manner as provided in the bid document. Amount of EMD should ordinarily be 2% of the estimated value of the goods to be purchased or Rs. 50.00 Lakhs (equivalent USD calculated based on exchange rate prevailing on the date of preparation of NIT and rounded off to whole number for foreign bidders in case of global tender), whichever is lower. Depending on the total value of purchase, the exact amount of EMD should be worked out and indicated in the tender document.	Earnest Money Deposit (EMD) is also known as Bid Security. Primary objective of Earnest Money Deposit (EMD) is to ensure the earnestness of the bidders in the participation of the procurement process. EMD will act as the deterrent against the bidders withdrawing or altering his bid during its validity. EMD shall be interest free. In cases of Open/ Limited tender enquires, EMD is to be obtained from the bidders except those who are registered with CIL / Subsidiary Company, Ancillary units of Subsidiary Company, MSEs as defined in clause – 2.8.2.1, Start-ups and central/State Government Organizations/ PSUs irrespective of the stores for which they are registered. In case of single tender Enquiry – both with PAC and without PAC, EMD will not be asked. EMD will not be asked in case of OEM/OES or their authorized Agents participating in Open/Limited tenders for procurement of spare parts for their equipment as well. The Bidders are required to furnish EMD along with their bids in the manner as provided in the bid document. Amount of EMD should ordinarily be 2% of the estimated value of the goods to be purchased (rounded off to the nearest 100) or Rs. 50.00 Lakhs (equivalent USD calculated based on exchange rate prevailing on the date of preparation of NIT and rounded off to whole number for foreign bidders in case of global tender), whichever is lower. Depending on the total value of purchase, the exact amount of EMD should be worked out and indicated in the tender document.
42	10.3.8.1	EMD furnished by all unsuccessful tenderers should be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. EMD of the successful	EMD furnished by all unsuccessful tenderers should be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. However, in case of two cover or two stage bidding,

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		tenderer should be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract.	EMD of techno-commercially unsuccessful bidders should be returned within 30 days of declaration of result of first cover / stage. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract.
43	10.3.10.1	To ensure due performance of the contract, Security Deposit is to be obtained from the successful bidder which has been awarded the contract. Security Deposit shall be for an amount of ten per cent of the total landed value of the contract including all taxes, duties and other costs and charges. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as Annexure-19 from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.	To ensure due performance of the contract, Security Deposit is to be obtained from the successful bidder which has been awarded the contract. Security Deposit shall be for an amount of ten per cent (10%) of the total landed value of the contract including all taxes, duties and other costs and charges. In case of Rate / Running Contracts the Security Deposit shall be for an amount of 5% of annual offtake contractual value; and in case RC period is longer than 1 year, SD amount shall be 5% of average annual offtake. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Security Deposit shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digital modes or in the form of a Bank Guarantee as per format enclosed as Annexure-19 from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
44	10.3.11.1	The Performance Bank Guarantee (PBG) Clause must be stipulated in all the contracts for procurement of capital equipment and other items/ goods involving installation and commissioning. In case performance to be guaranteed can be defined, similar Performance Guarantee Clause should also be stipulated for	The Performance Bank Guarantee (PBG) Clause must be stipulated in all the contracts for procurement of capital equipment and other items/ goods involving installation and commissioning. In case performance to be guaranteed can be defined, similar Performance Guarantee Clause should also be stipulated for supply of critical

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		supply of critical items viz. Wire Ropes, Belting, Tyres etc. The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.	items viz. Wire Ropes, Belting, Tyres etc. The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Performance Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
45	10.3.11.6	The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM. However, in case there is no dispute pending & No Claim Certificate is not received in writing from the user within 6(six) months from the expiry of the validity period, the BG shall be released without further reference to the user, with the approval of the Director (T) of the concerned subsidiary/CIL.	The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if No Claim Certificate is received from the concerned HOD (MM)/ Area GM and the contractor indicating that there is no claim pending and that there is no dispute pending, respectively. However, in case there is no dispute pending & No Claim Certificate is not received in writing from the user within 6(six) months from the expiry of the validity period, the BG shall be released without further reference to the user, with the approval of the Director (T) of the concerned subsidiary/CIL.
46	10.8.12. xiv	Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture: GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.	Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture: GST shall not be applicable on liquidated damages, EMD and/or Security Deposit forfeiture.
47	10.8.14	New	Capitalization of Input Tax Credit: CIL Board in its 415th Meeting held on 24.12.2020 had decided to capitalize GST Input Tax Credit in case of Capital

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			Goods. Accordingly, the financial evaluation of bids in case of goods falling under Capital Expenditure should be based on the total cost inclusive of GST. However, in case of goods falling under Revenue Expenditure, the financial evaluation of bids should be based on Landed Value of the item without adding GST. A suitable clause in this regard has to be incorporated in the tender enquiry.
48	10.17.1	<p>Normally the last date of submission of bid shall not be extended. However, when the amendment/ modification changes the requirement significantly and/or when there is not much time left for the tenderers to respond to such amendments, and prepare revised bid, the time and date of submission of bids are also to be extended suitably, along with suitable changes in the corresponding time-frames for receipt of bid, bid validity period etc. Such an amendment may also need fresh publication adopting the same procedure as for publication/ issuance of the original tender enquiry.</p> <p>The last date of submission of bid may also be extended if the request for extension is received from more than one prospective bidder, based on merit of the facts of the case.</p>	<p>Normally the last date of submission of bid shall not be extended. However, when the amendment/ modification changes the requirement significantly and/or when there is not much time left for the tenderers to respond to such amendments, and prepare revised bid, the time and date of submission of bids are also to be extended suitably, along with suitable changes in the corresponding time-frames for receipt of bid, bid validity period etc. Such an amendment may also need fresh publication adopting the same procedure as for publication/ issuance of the original tender enquiry.</p> <p>The last date of submission of bid may also be extended once if the request for extension is received from more than one prospective bidder(s), based on merit of the facts of the case with the approval of HOD (MM)/ Area GM. However subsequent extension for due date of bid submission shall require approval of Dir(Technical) CIL / Dir(Technical) Subsidiary / Area GM.</p>
49	11.2.2	The implementation of IP will be made as per instructions contained in Standard Operating Procedure (SOP) issued by CVC from time to time. The current SOP has been issued by CVC vide its Circular No. 02/01/17 dated 13.01.2017 . As per the current SOP, the following main aspects are to be complied with while finalizing tenders:	The implementation of IP will be made as per instructions contained in Standard Operating Procedure (SOP) issued by CVC from time to time. The current SOP has been issued by CVC vide its Circular No. 05/01/22 dated 25.01.2022 . As per the current SOP, the following main aspects are to be complied with while finalizing tenders:
50	11.2.13	New	As the tenure of an earlier IEM is over, the new IEM may be entrusted with the responsibility for the old tenders which have still not been finalized as well as

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			running / finalized contracts from the date of joining of new IEM / date of entrustment, as the case may be. However, this may be brought to the notice of all concerned by way of publication in Company's website / corrigendum to the NITs / Contracts. A copy of the NIT / Contract order may be forwarded to the new IEMs for their perusal. If any complaint / reference has already been forwarded or made to the earlier IEMs, the same may be dealt with by them. However, if any earlier IEM refuses to examine such complaints / reference, the same may be referred to the new IEMs under intimation to all concerned.
51	13.2.1	<p>All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the tender document. The following are the important points for which an offer may be declared as unresponsive and may be ignored straightaway:</p> <p>i) The tender is received after due date and time of tender opening in case of manual bidding (Late Tender). However, details of all such late tenders are to be brought on record.</p> <p>ii) Required EMD has not been provided within the due date and time or exemption from EMD is claimed without acceptable proof of exemption.</p> <p>iii) The tender is not in the prescribed format or is not signed as per the stipulations in the bid document or is unsigned in case of manual bidding.</p> <p>iv) The tender validity is shorter than the required period.</p> <p>v) The tenderer is not eligible (Example: The tender enquiry condition says that the item is reserved for exclusive purchase from MSEs; but the tenderer is a Large Scale Unit).</p> <p>vi) Tenderer has not agreed to give the required performance security.</p>	<p>All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the tender document. The following are the important points for which an offer may be declared as unresponsive and may be ignored:</p> <p>i) The tender is not in the prescribed format or is unsigned or is not signed as per the stipulations in the bid document;</p> <p>ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;</p> <p>iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria (Example: The tender enquiry condition says that the bidder has to be a registered MSE unit but the tenderer is a, say, a Large Scale Unit);</p> <p>iv) The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer;</p> <p>v) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or</p> <p>vi) Against a schedule in the List of Requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has</p>

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Ref. No.	PM Clause	Existing Provision	Amended Provision																				
		<p>vii) The goods quoted are sub-standard, not meeting the required specification etc.</p> <p>viii) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it. The tenderer has however, quoted only for supply of the equipment)</p> <p>ix) The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.</p>	<p>been stipulated that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).</p>																				
52	13.2.0	New	<p>Indicative Time Schedule for processing of the Tenders:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Mode of Procurement</th><th>Domestic</th><th>Global</th></tr> </thead> <tbody> <tr> <td>1</td><td>Single Stage Two Bid System (Two Cover)</td><td>105 days</td><td>120 days</td></tr> <tr> <td>2</td><td>Single Stage Single Bid System (Single Cover)</td><td>90 days</td><td>120 days</td></tr> <tr> <td>3</td><td>Limited Tender Enquiry</td><td>60 days</td><td>105 days</td></tr> <tr> <td>4</td><td>Single Tender Enquiry</td><td>45 days</td><td>60 days</td></tr> </tbody> </table>	Sl. No.	Mode of Procurement	Domestic	Global	1	Single Stage Two Bid System (Two Cover)	105 days	120 days	2	Single Stage Single Bid System (Single Cover)	90 days	120 days	3	Limited Tender Enquiry	60 days	105 days	4	Single Tender Enquiry	45 days	60 days
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53	13.15.6.1	Prices may be compared with the last purchase price (LPP) of same (or, in its absence, similar) goods. Besides, current market price of same/ similar goods and prices/ indices of raw materials, which go into the production of the goods may also be considered, as may be available. Cost analysis (material cost, production cost, over-heads, profit margin) may also be carried out wherever feasible. Receipt of adequate number (three or more) of competitive offers from different sources could be one of the indicators of reasonable price(s).	Prices may be compared with the last purchase price (LPP) of same (or, in its absence, similar) goods. Besides, current market price of same/ similar goods and prices/ indices of raw materials, which go into the production of the goods may also be considered, as may be available. Cost analysis (material cost, production cost, over-heads, profit margin) may also be carried out wherever feasible. Receipt of adequate number (three or more) of competitive offers from different sources could be one of the indicators of reasonable price(s). Other factors to be considered																				

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		<p>Other factors to be considered while establishing reasonableness of prices are:</p> <p>(i) Quantity involved</p> <p>(ii) Terms of delivery</p> <p>(iii) Period of delivery</p> <p>Note: Price paid in an emergency purchase or purchase price of goods offered by a firm through 'distress sale' (i.e. when the firm clears its excess stock at throwaway prices to avoid further inventory carrying cost etc.) are not accurate guidelines for future use.</p>	<p>while establishing reasonableness of prices are:</p> <p>(i) Quantity involved</p> <p>(ii) Terms of delivery</p> <p>(iii) Period of delivery</p> <p>Note:</p> <p>A. Price paid in an emergency purchase or purchase price of goods offered by a firm through 'distress sale' (i.e. when the firm clears its excess stock at throwaway prices to avoid further inventory carrying cost etc.) are not accurate guidelines for future use.</p> <p>B. Where the firm holding the LPP contract has defaulted, the fact should be highlighted and the price paid against the latest contract placed prior to the defaulting LPP contract, where supplies have been completed, should be used;</p> <p>C. In case LPP is of an order whose supplier is not a proven source, then the price should not be considered as LPP unless at least 25% of the order quantity has been supplied.</p>
54	13.15.1 2	<p>All the members of the TC will have collective responsibility for recommendations made and/or decisions taken by them except for dissent in which case the reasons for dissent of a member should be recorded along with majority's views on the dissent note. The final recommendations should be that of the majority view. Competent Authority can overrule such dissent note after recording reasons for doing so clearly and his decision would be final.</p>	<p>All the members of the TC will have collective responsibility for recommendations made and/or decisions taken by them. All members of the TC should resolve their differences through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst TC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view. However, such situations should be rare. Competent Authority can overrule such dissent note after recording reasons for doing so clearly and his decision would be final.</p>
55	13.19	<p><u>Cartel Formation/Pool Rates</u></p> <p>It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and</p>	<p><u>Cartel Formation/Pool Rates</u></p> <p>It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of</p>

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		<p>defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/ control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (Global Tender instead of Domestic Open Tender) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices.</p>	<p>an open and competitive tendering system. Such and similar tactics to avoid/ control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (Global Tender instead of Domestic Open Tender) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices.</p> <p>The latest version of GePNIC has made available the IP addresses used for submitting the bids against a tender in the MIS data of the e-Procurement Portal. Further, in cases of tenders with Reverse Auction, the IP addresses used for bidding during the e-Reverse Auction are reflected in the 'Auction Hall History' in MIS data. Bids of different bidders having same IP address can be considered as suspicion of Cartelization and the Tender Inviting Authority shall take appropriate action as discussed above.</p>
56	13.20.2	The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority based on the	The decision whether to invite fresh tenders or to negotiate and with whom, should be made by the tender accepting authority limited to Chairman, CIL /

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The Competent Authority should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.	CMD, Sub. Co. , based on the recommendations of the TC. Convincing reasons must be recorded by the authority recommending negotiations. The Competent Authority should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated.
57	13.21.8	New	Extension of bid validity should be sought only with the approval of HOD of purchasing department. The proposal for approval should contain the reasons for seeking extension of bid validity.
58	13.23.5	Details of award of contract(s) must be published on the website of CIL/Subsidiary Company as per CVC guidelines and also on CPP Portal. In case publication of such information is sensitive from commercial or security aspects, dispensation may be sought from publishing of such results by obtaining sanction from the Secretary of the Ministry /Department with the concurrence of associated Finance.	Details of award of contract(s) must be published on the website of CIL/Subsidiary Company and also on CPP Portal. In cases, where PSUs compete with private firms in public tenders, publication of details of contracts awarded by the PSU concerned to various sub-vendors, suppliers, technology providers and other associates before firming up their offer, may hurt the interest of the PSU as the competitors may get to know the details of sub-vendors, suppliers, technology providers and other associates as well as the price at which the contracts are placed. Therefore, in such cases, publication of details of contracts awarded may be dispensed with. In other cases where publication of such information is sensitive from commercial or security aspects, dispensation may be sought from publishing of such results by obtaining sanction from the Secretary of the Ministry /Department with the concurrence of associated Finance.
59	14.6.3	Bid Openers: While creating/ publishing the tender, four officers (preferably two from MM Discipline and two from Associate Finance) will be identified as "Bid Openers". In case of non-availability of required officers from MM & Finance disciplines, officers from other departments also may be identified as Bid Openers. Tender may be	Bid Openers: While creating/ publishing the tender, four officers (preferably two from MM Discipline and two from Associate Finance) will be identified as "Bid Openers". In case of non-availability of required officers from MM & Finance disciplines, officers from other departments also may be identified as Bid Openers. Approval for proposed Bid Openers will be obtained

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		opened by any two of the above four officers (essentially one from MM Discipline and one from Finance Discipline).	at the time of seeking approval of Draft NIT from HOD (MM) of CIL HQ / Subsidiary HQ or Area GM, as the case may be. Tender may be opened by any two of the above four officers (preferably one from MM Discipline and one from Finance Discipline).
60	14.7.11	After opening of the tender, a reverse auction platform is to be created by TIA within two hours of opening of bids. Therefore, bid opening time should be fixed as 11.00 AM in order to ensure that the reverse auction process starts well within the normal working hours on the same day. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.	After opening of the tender, a reverse auction platform is to be created by TIA within two hours of opening of bids. Therefore, bid opening time should be fixed as 11.00 AM in order to ensure that the reverse auction process starts well within the normal working hours on the same day. No indication will be available in the portal to anybody regarding number of bids and names of the bidders. In case of tender involving Reverse Auction for large number of items, the Reverse Auction may be conducted either for each item or different groups of items separately, i.e. RA may be started at different times, in order to make it easier for the bidders to monitor the bids during Reverse Auction.
61	14.7.18	Reverse Auction will be initiated normally within two hours after opening of price bids. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by twenty minutes in case of any reduction recorded in the last ten minutes. In case of reverse auction in two bid system, Auto Extension of time will be thirty minutes in case of any reduction recorded in the last thirty minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes or thirty minutes slot, as applicable for the auto extensions of time. In case of multiple-items, auto extension will take place only for the item(s) for which any reduction has been recorded in last ten minutes or thirty minutes as the case may be. For rest of the items for which no	Reverse Auction will be initiated normally within two hours after opening of price bids. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by thirty minutes in case of any reduction recorded in the last thirty minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last thirty minutes slot. In case of multiple-items, auto extension will take place only for the item(s) for which any reduction has been recorded in last thirty minutes. For rest of the items for which no reduction has been recorded in the last thirty minutes, the Reverse Auction will close.

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		reduction has been recorded in the last ten minutes or thirty minutes, the Reverse Auction will close.	
62	15.1	<p>In respect of critical spare parts for HEMM, procurement shall be made from OEM /OES /OPM only. If Single Tender is issued for procurement from OEM/OES, the same can be issued with Proprietary Article Certificate (PAC) or without PAC, as the case may be, as per the provisions contained under clause related to issue of Single Tender Enquiry under Chapter-8 "Modes of Purchase and Tendering". In case an identified OPM exists, then a Limited Tender Enquiry may be floated among OEM/OES and OPM as per Clause-8.10 of this Manual.</p> <p>The list of critical spare parts to be procured from OEM/OES and OPM shall be approved by the Director (Technical) of the subsidiary company and the same may be reviewed and shared among all the subsidiaries on annual basis under intimation to Technical Department of CIL, for ensuring uniformity.</p> <p>In case of non-critical items, the procurement from proven sources may be considered.</p>	<p>In respect of critical spare parts for HEMM, procurement shall be made from OEM /OES /OPM only. If Single Tender is issued for procurement from OEM/OES, the same can be issued with Proprietary Article Certificate (PAC) or without PAC, as the case may be, as per the provisions contained under clause related to issue of Single Tender Enquiry under Chapter-8 "Modes of Purchase and Tendering". In case an identified OPM exists, then a Limited Tender Enquiry may be floated among OEM/OES and OPM as per Clause-8.10 of this Manual.</p> <p>The list of critical spare parts to be procured from OEM/OES and OPM shall be approved by the CFDs of the subsidiary company and the same may be reviewed and shared among all the subsidiaries on annual basis under intimation to Technical Department of CIL, for ensuring uniformity.</p> <p>In case of non-critical items, the procurement from proven sources may be considered.</p>
63	16.19.2	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy</p>	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.</p>

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Ref. No.	PM Clause	Existing Provision	Amended Provision
		Industries and Public Enterprises, Govt. of India.	
64	16.19.3	In case of contract with a Public Sector Enterprise or Govt. Departments, the following Arbitration Clause shall be incorporated in the NIT and the resultant contract: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dtd 22.05.18. "	In case of contract with a Public Sector Enterprise or Govt. Departments, the following Arbitration Clause shall be incorporated in the NIT and the resultant contract: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both parties. "
65	19.6	Grace Period	Deleted
66	21.2.i	Pre-dispatch Inspection: This type of inspection is conducted during the manufacturing process (which is known as Stage Inspection) and/or on the finished products before dispatch of the goods from supplier's premises. In case of items of complex technical nature, high value items or items for which there is no third party approval like DGMS, BIS License etc. or where any kind of advance payment is being made or in any other case where it is felt necessary to do so, pre-dispatch inspection may be stipulated in the order. Such pre-dispatch inspection may be carried out, either by an Inspecting Officer nominated by the CIL/ Subsidiary Company or by a Government/third party inspection agency. Even after pre-dispatch inspection is carried out, the materials will be subjected to final inspection after receipt of the same at consignee's end.	Pre-dispatch Inspection: This type of inspection is conducted during the manufacturing process (which is known as Stage Inspection) and/or on the finished products before dispatch of the goods from supplier's premises. In case of items of complex technical nature, high value items or items for which there is no third party approval like DGMS, BIS License etc. or where any kind of advance payment is being made or in any other case where it is felt necessary to do so, pre-dispatch inspection may be stipulated in the order. Such pre-dispatch inspection may be carried out at the purchaser's cost , either by an Inspecting Officer nominated by the CIL/ Subsidiary Company or by a Government/third party inspection agency. Even after pre-dispatch inspection is carried out, the materials will be subjected to final inspection after receipt of the same at consignee's end.

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Ref. No.	PM Clause	Existing Provision	Amended Provision
67	22.7.2	Pre-dispatch Inspection may be arranged either by the representatives authorized by the Technical Department or Third Party Inspection can be arranged through an authorized outside agency viz. CMPDIL and RITES etc. as shall be decided by the Subsidiary Companies.	Pre-dispatch Inspection may be arranged either by the representatives authorized by the Technical Department or Third Party Inspection can be arranged through an authorized outside agency viz. CMPDIL and RITES etc. as shall be decided by the Subsidiary Companies. Such Inspection shall be carried out at the purchaser's cost.
68	23.3	<p>A. LEVEL I TENDER COMMITTEE: Above Rs. 25 lakhs – Rs. 50 lakhs</p> <p>B. LEVEL II TENDER COMMITTEE: Above Rs. 50 lakhs – Rs. 75 lakhs</p> <p>C. LEVEL III TENDER COMMITTEE: Above Rs. 75 lakhs – Rs. 150 lakhs</p> <p>D. LEVEL IV TENDER COMMITTEE: Above Rs. 1.5 crore – Rs. 3.0 crore</p> <p>E. LEVEL V TENDER COMMITTEE: Above Rs. 3 crore – Rs. 10 crore</p> <p>F. LEVEL VI TENDER COMMITTEE: Above Rs. 10 crore – Rs. 50 crore</p> <p>G. LEVEL VII TENDER COMMITTEE: Above Rs. 50 crore – Rs. 200 crore</p> <p>H. LEVEL VIII TENDER COMMITTEE: For procurement of goods valuing more than Rs. 200 crore</p>	<p>A. LEVEL I TENDER COMMITTEE: Above Rs. 25 lakhs – Rs. 75 lakhs</p> <p>B. LEVEL II TENDER COMMITTEE: Above Rs. 75 lakhs – Rs. 150 lakhs</p> <p>C. LEVEL III TENDER COMMITTEE: Above Rs. 1.5 crore – Rs. 5 crore</p> <p>D. LEVEL IV TENDER COMMITTEE: Above Rs. 5 crore – Rs. 10 crore</p> <p>E. LEVEL V TENDER COMMITTEE: Above Rs. 10 crore – Rs. 20 crore</p> <p>F. LEVEL VI TENDER COMMITTEE: Above Rs. 20 crore – Rs. 50 crore</p> <p>G. LEVEL VII TENDER COMMITTEE: Above Rs. 50 crore – Rs. 200 crore</p> <p>H. LEVEL VIII TENDER COMMITTEE: For procurement of goods valuing more than Rs. 200 crore</p>
69	Annexure-23 Section-9	<p>Pact Duration</p> <p>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 Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.</p> <p>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, CIL / CMD, Subsidiary Companies.</p>	<p>Pact Duration</p> <p>This Pact begins when both parties have legally signed it. It expires after the completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman, CIL / CMD, Subsidiary Companies.</p>

APPENDIX-B

Ref. No.	Flow Chart Ref.	PM Clause Ref.	Existing Provision	Amended Provision
70	29	8.5.5	Purchase under option clause: Competent authority within whose powers the fresh purchase falls Finance is to be consulted	Purchase under option clause: Competent authority within whose powers the total purchase falls (contract value + option value) Finance is to be consulted
71	63	10.17	Extension of due date of bid submission: HOD (MM) of Sub. Co./ Area GM Finance is to be consulted	Extension of due date of bid submission: HOD (MM) of CIL or Sub. Co./ Area GM for first extension Dir(Technical) CIL / Dir(Technical) Subsidiary / Area GM for subsequent extension Finance is to be consulted
72	New	13.20.2	Deciding whether to invite fresh tenders or to negotiate and with whom: Tender Accepting Authority Finance is to be consulted	Deciding whether to invite fresh tenders or to negotiate and with whom: Tender Accepting Authority limited to Chairman, CIL / CMD, Subsidiary Finance is to be consulted
73	New	13.21	-	Extension of validity of offers: HOD (MM) of CIL or Sub. Co. / Area GM Finance NOT to be consulted
74	New	14.6.3	-	Approval of Bid Openers: HOD (MM) of CIL or Sub. Co. / Area GM Finance NOT to be consulted
75	New	15.1	List of critical spare parts to be procured from OEM/OES and OPM: Director (Tech.) of Sub. Co. Finance to be consulted	List of critical spare parts to be procured from OEM/OES and OPM: CFDs of Sub. Co. Finance to be consulted

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APPENDIX-C**Minutes of Review Committee Meeting**

Minutes of the 6th Review Committee Meeting held under the Chairmanship of Additional Secretary & Development Commissioner (MSME) to examine the proposal of Coal India Ltd. seeking exemption under Public Procurement Policy for MSEs Order, 2012

A meeting was held under the chairmanship of Additional Secretary & Development Commissioner (MSME) on 04th May, 2022 at 12:00 Noon through Video Conference (VC) to consider the proposal of Coal India Ltd. for exemption from mandatory 25% procurement from MSEs including 4% from MSEs owned by SC/ST and 3% from MSEs owned by women.

List of participants is annexed.

The Committee members are as follows:-

AS&DC (MSME)	Chairman
JS, SME or Representation	Member
JS, DPE or Representation	Member
ADC (PPP)	Member
Joint Director/ Deputy Director (PPP)	Member

2. The Minutes of the last Review Committee Meeting held on 22nd June, 2021 were confirmed. As per data available, out of 10 CPSEs who were granted exemption from PPP mandated targets during the last meeting, 4 CPSEs were able to meet the target of minimum 40 % procurement of non-exempted items from MSEs, 3 procured more than 30 % but less than 40 % and 3 CPSEs procured even less than 30 % from MSEs.

3. A presentation was made by Ms. Nitisha Mann on the Procurement Trend by Coal India Limited and the items which they are unable to procure from MSEs. An exemption has been sought for the following items:

- Draglines, Shovels, Dumpers, Dozers, Loaders and Auxiliary maintenance equipment like Motor Graders, Cranes, High capacity Heavy Earth Moving Machinery (HEMMs), etc.
- Side Discharge Loader (SDL) Load Haul Dumper (LHD).
- Off the Road (OTR) Tyres used in various HEMM.
- POL (Petroleum, Oil & Lubricants).
- Iron & Steel sections used in CIL and its subsidiaries are also not manufactured by MSEs.
- In Explosives, there are only few manufacturers in MSEs with limited license capacity which participate in the tenders and they are booked for their licensed capacity.

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4. CIL reported the consolidated procurement by it and its subsidiaries as follows :-

S.No.	FY	Total Procurement in Rs.	Procurement From MSEs	Procurement of HEMMs and Under Ground Machinery And items Not Manufactured by MSEs	Total Value of Remaining Items Procured	Percentage Procurement from MSEs
1.	2021-22	9,400.00 Cr.	1,508.00 Cr.	4,614 Cr.	4,786 Cr.	32

The procurement from SC/ST and women MSEs was reported as 0.17% and 0.74%, respectively.

5. Justification given by the CIL

These items are beyond the scope/capacity of manufacturing of MSEs. In case of a few products like explosives and lubricants for high capacity equipment, MSEs are unable to meet the requirements. They also need to procure heavy machinery such as 250 Tonne dumpers, etc. which cost more than Rs. 50 crores and have to be procured globally since they are beyond the scope of production by Micro and Small Enterprises. CIL requested for inclusion of items in list of 358 items that may be procured from MSEs.

6. ADC (IGT) informed the Committee about the revision of the list of 358 items ongoing and suggested that CIL may provide their inputs in this regard soon. CIL agreed to provide comments/suggestions with respect to the up-gradation of list of 358 items reserved under Public Procurement Policy for MSEs Order, 2012 before 20th May 2022.

7. CIL informed that they held 14 VDPs during last year for supporting and hand-holding MSEs to supply the items that they procure. Committee advised CIL to use these Vendor Development Programmes in coordination with MSME-Development Institutes and also avail the benefits of Procurement and Marketing Scheme of this Office to develop more MSE vendors.

8. The Committee suggested that CIL may upload consolidated data of procurement (i.e., including that of its subsidiaries) along with standalone CIL data on the SAMBANDH Portal other than that reported individually by all subsidiaries of CIL for more clarity. The same was requested by CIL, as to come in the form of an order from Office of DC (MSME).

9. While considering the proposal of Coal India Ltd. for exemption from mandatory 25% procurement from MSEs including 4% from MSEs owned by SC/ST-and 3% from MSEs owned by women, the Committee decided that the exemption for the items, those are beyond the scope / capacity of MSEs may be considered. However, they will achieve a target of minimum 35% procurement from MSEs for all non-exempted items from FY 2022-2023 onward. They were also asked to make more directed efforts for increasing procurement from Women and SC/ST entrepreneurs.

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ANNEXURE**List of Participants**

S. No.	Name	Designation	Office/Department/ Organization.
1.	Shri Shailesh Kumar Singh	Additional Secretary and Development Commissioner (MSME)	O/o Development Commissioner (MSME)
2.	Dr. Ishita Ganguli Tripathy	Additional Development Commissioner (PPP)	O/o Development Commissioner (MSME)
3.	Ms. Swati Shahi	Joint Development Commissioner (PPP)	O/o Development Commissioner (MSME)
4.	Ms. Nitisha Maan	Dy. Director (PPP)	O/o Development Commissioner (MSME)
5.	Shri A. K. Mohanty	Executive Director	Coal India Ltd.
6.	Shri Kailash Bhandari	Dy. Director	Department of Public Enterprise

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