


<p><b>कोल् इंडिया डलडिटेि</b> (महारात्न कं पनी) कोयला भवन सामग्री प्रबंधन ववभाग, पररसर संख्या ४, एक्शन एररया १ए न्य टाउन, राजरहाट , कोलकाता- ७००१५६. फोन : ०३३-२३२४ ४१२७, फ़ैक्स : ०३३-२३२४ ४११५ वेबसाइट: <a href="http://www.coalindia.in">www.coalindia.in</a>, ई मेल: <a href="mailto:edmnc.cil@coalindia.in">edmnc.cil@coalindia.in</a></p>		<p><b>COAL INDIA LIMITED</b> (A MAHARATNA COMPANY) Coal Bhavan, Materials Management Division Premises No.04, Action Area 1A, New Town, Rajarhat, Kolkata – 700 156 PHONE:033-2324 4127, FAX: 033-2324 4115 Website : <a href="http://www.coalindia.in">www.coalindia.in</a> E mail : <a href="mailto:edmnc.cil@coalindia.in">edmnc.cil@coalindia.in</a></p>
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**Tender Reference No: CIL/C2D/OTR TYRE/2021-22/374 Dated 02.06.2021**

**Tender ID: 2021\_CILHQ\_207894\_1**

## Corrigendum - I

Corrigendum to open Global e-tender no. CIL/C2D/OTR TYRE/2021-22/374 Dated 02.06.2021 for procurement of 379 Nos of Tyre Size 40.00 R57 Radial Tyres for SECL is issued to the following extent:-

Sl No.	NIT Clause no.	Existing Clause Description	Amended Clause
1	Clause no. 5 of ITB of NIT	<p><b>5. Eligible bidders</b></p> <p>5.1 The bidders must satisfy any of the following conditions to be considered as eligible bidder against the tender (the bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder):</p> <p><b>i) <u>Foreign Manufacturers:</u></b> Foreign Manufacturers of the item of tendered capacity or higher are eligible to quote against the tender.</p> <p><b>ii) <u>Indigenous Manufacturers:</u></b> Indigenous manufacturers of the item of tendered capacity or higher are eligible to quote against the tender. Indigenous Manufacturer can be ‘Class-I Local Supplier’ or ‘Class-II Local Supplier’ as defined under Clause-40, ITB, Section-II.</p> <p><b>iii) <u>Indian Agent:</u></b> Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of item, supplies to customers not covered by dealer network due to geographical/ logistics constraints). However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer’s Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organization in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy</p>	<p><b>To be read as:</b></p> <p><b>5. Eligible bidders</b></p> <p>5.1 Offers are invited from manufacturers of OTR tyres. If the manufacturer does not market their product directly then only one authorized agent of manufacturer may quote on behalf of the manufacturer. The manufacturer shall authorize one single agent specifically for this tender, mentioning the tender number, date and certifying that the manufacturer does not market their product directly. The authorisation letter issued by the manufacturer as per format given in Annexure-4 must be uploaded in Commercial Docs. <b>Offers from non-manufacturers without proper authorization shall be rejected.</b></p> <p>(i). In a tender, either an agent on behalf of manufacturer or the manufacturer itself can bid but both cannot bid simultaneously for the same item in the same tender. In case, both submit offers, only the offer of manufacturer shall be considered.</p> <p>(ii). If an agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item. All such bids will be rejected.</p> <p>(iii). In case, more than one authorized</p>

		<p>and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above, it shall be liable for penal action for willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged document by the bidder or using any other illegal/unfair means as per provision of this NIT/ CIL Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by CIL.</p> <p>The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of documents like certificate of incorporation / registration etc. along with the offer.</p> <p>The Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.</p> <p>In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in the same tender for the same item / product. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorize only one agent to quote in the same tender.</p> <p>All the bids, not quoted as per the above guidelines, will be rejected. The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.</p> <p>iv) <b><u>Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign / Indian Manufacturer:</u></b> Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/ Indian Manufacturer is also eligible to quote. In such case the bidder shall upload relevant documents to prove their status as Indian office of the foreign manufacturer or Indian subsidiary of the foreign / Indian manufacturer along with tender specific Manufacturer's Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.</p> <p>Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign Manufacturer can issue tender specific authorization in favor of an Indian agent, provided the Indian office / subsidiary itself is authorized by the foreign manufacturer to issue such authorization on their behalf.</p> <p>v) <b><u>Indian Manufacturing entity of foreign manufacturer:</u></b> Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures item of the same or similar capacity as the tendered item; and the Indian Manufacturing entity has sufficient</p>	<p>agent of a particular manufacturer quote against this tender, the offer of the agent, authorized by the Corporate office of the Manufacturer as per format given in Annexure shall only be considered for further evaluation.</p> <p>iv). The bidder is required to furnish the details as given in Annexure – 3 as part of its offer. If no information is applicable against any serial number, please mention "Not Applicable".</p> <p>(v). In case an Indian Agent is employed by the bidder they are required to upload scanned copy of the details of the Indian Agent indicating Name, address, phone, fax, email id, PAN number, GST registration number etc of the Indian agent along with a copy of certificate of incorporation / registration etc.</p> <p>vi). The Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.</p> <p>vii). Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Bidder and the Indian Agent and their mutual interest to be indicated.</p> <p>(viii). Copy of the agency agreement if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business, is required to be submitted by the bidder.</p> <p>(ix). However, if all the details given in (vii) are complied with, submission of document mentioned at (viii) is not required.</p> <p>(x). The amount of agency commission payable to Indian Agent should not exceed 5% of FOB value or what is specified in agency agreement, whichever is</p>
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2	Clause 9: Provenness Criteria of Technical Section of NIT	<p>Clause 9 “For radial tyre of size 40.00 R57 at Scheduled of Requirement section V, the products to be offered by the tenderer shall be considered proven provided the type and size of the tyre offered must have supplied in the past to the mining industry and/or to other industries.....”</p>	<p>To be read as:</p> <p>Clause 9 “For radial tyre of size 40.00 R57 at Scheduled of Requirement section V, the products to be offered by the Bidders shall be considered proven provided the type and size of the tyre offered or similar tyre must have been supplied in past for mining application.</p> <p>Definition of “similar” :</p> <p>Tyre of same or higher Rim Size and TKPH as required against this NIT, which is used for 240 Ton or higher capacity mining dump trucks.”</p>
3	Clause 10: Evaluation of Provenness of Tyre of Technical Section of NIT	<p>Clause 10 “To satisfy the provenness criteria the tenderer shall submit,</p> <p>a. A duly notarized copy of Purchase Order from indigenous customers or from customers anywhere in the world for 40.00 R57 2 Star tyres, for a minimum quantity of 12 nos. against a single order, which should not be dated later than 5 (five) years from the date of opening of the tender.”</p>	<p>To be read as:</p> <p>Clause 10 “To satisfy the provenness criteria the bidder shall submit,</p> <p>a. A duly notarized copy of Purchase Order from indigenous customers or from customers anywhere in the world for 40.00 R57 2 Star tyres or similar (definition as above) Tyre must have been supplied in past for mining applications, for a minimum quantity of 12 nos. against a single order of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations, which should not be dated later than 5 (five) years from the date of opening of the tender.”</p>
4	Clause 1 of Section 1	<p>Section I <b>1. Coal India Limited</b>, a Government of India Undertaking with its registered office at Coal</p>	<p>To be read as <b>1. Coal India Limited</b>, a Government</p>

		Bhawan, Premises No. 04, Action Area 1 A, New Town, Rajarhat, Kolkata-700156, India invites online bids through its e-Procurement Portal <a href="https://coalindiatenders.nic.in">https://coalindiatenders.nic.in</a> from the eligible bidders from <b>India</b> for <b>Supply of 40.00 R57 size Radial OTR Tyres</b> as described in Section V “Schedule of Requirements”.	of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Action Area 1 A, New Town, Rajarhat, Kolkata-700156, India invites online bids through its e-Procurement Portal <a href="https://coalindiatenders.nic.in">https://coalindiatenders.nic.in</a> from the eligible bidders from <b>India / Foreign</b> for <b>Supply of 40.00 R57 size Radial OTR Tyres</b> as described in Section V “Schedule of Requirements”.
	Annexure - 1	Annexure – 1 Letter of Bid Point 9 “Note: In case bidder is Indian Agent/Indian subsidiary/Indian Office of an foreign manufacturer/Indian Agent / Indian Subsidiary of an Indian Manufacturer, the Equipment manufacturer shall also give above declaration in the Manufacturer’s Authorization form, Annexure-4 as per clause-30, SCC, Section-IV. In case bidder is a manufacturer himself, then they should give above declaration for the Indian Agent/Indian subsidiary/Indian Office of an foreign manufacturer/ Indian Agent / Indian Subsidiary of an Indian Manufacturer in the Manufacturer’s Authorization form, Annexure-4 as per clause-30, SCC, Section-IV.”	To be read as  “Note: In case bidder is Indian Agent/Indian subsidiary/Indian Office of an foreign manufacturer/Indian Agent / Indian Subsidiary of an Indian Manufacturer, the Tyre manufacturer shall also give above declaration in the Manufacturer’s Authorization form, <b>Annexure-4</b> . In case bidder is a manufacturer himself, then they should give above declaration for the Indian Agent/Indian subsidiary/Indian Office of an foreign manufacturer/ Indian Agent / Indian Subsidiary of an Indian Manufacturer in the Manufacturer’s Authorization form, <b>Annexure-4</b> .”
	Annexure - 1	Annexure – 1 Letter of Bid Point 10 There had been previous transgression of this Code of Integrity for Public Procurement as defined in Clause 35, ITB during last three years with ..... [name of entity (ies) and country(ies)].	To be read as  “There had been previous transgression of this Code of Integrity for Public Procurement as defined in <b>Clause 37</b> , ITB during last three years with ..... [name of entity (ies) and country(ies)].”
	Annexure - 1	Annexure – 1 Letter of Bid Point 11  We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in Clause 42, ITB	To be read as  “We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in <b>Clause 44</b> , ITB “
	Annexure - 1	Annexure – 1 Letter of Bid Point 15  We have read the Reciprocity Clause as given in Clause 38.4 of ITB and it does not apply to us as a bidder.	To be read as  “We have read the Reciprocity Clause as given in <b>Clause 40.4</b> of ITB and it does not apply to us as a bidder. “
5	Clause 3 of Section VI	Clause 3 of Section VI  “A duly notarised copy of the valid ISO 9001:2008(or latest version) or ISO/TS 16949:2009 (or latest version) or equivalent certificate issued in favour of the manufacturer of the brand quoted shall be submitted by the tenderer. The offer shall be rendered technically unacceptable without this certificate.”	To be read as  Clause 3 of Section VI  “A duly notarised copy of the valid ISO 9001:2008(or latest version) or ISO/TS 16949:2009 (or latest version) or equivalent certificate issued in favour of the manufacturer of OFF THE ROAD (OTR) Tyres shall be submitted by the tenderer. The offer shall be rendered technically unacceptable without this certificate.”

All other terms and conditions of the NIT shall remain unchanged.

(General Manager –MM)  
Coal India Limited, Kolkata