

Coal India Limited

(A Maharatna Company)

Tender No.: CIL/C2D/20 Cu. M. ER. Shovel/ Trial/364 Dated 14.12.2020

Open Tender Document

**For the Supply, Installation and Commissioning of 1 No. of
20 Cu. M. Electric Rope Shovels**

Along with

**Consumable Spares and Consumables for 36 months of Trial
period from the date of commissioning of the equipment and
thereafter Spares & Consumables for a period of 60 months**



**Coal India Limited
Coal Bhawan
Premises No. 4, Action Area 1A,
New Town, Rajarhat,
Kolkata – 700156
INDIA**

INDEX

Section I - Invitation For Bids (IFB)	1
Invitation for Bids	2-3
Section II - Instructions To Bidders (ITB)	4
1. Requirements for participation in e-tenders.....	5
2. Digital Signature Certificate.....	5
3. Help for participating in e-tenders.....	5
4. Communication.....	5
5. Eligible Bidders.....	6
6. Collaboration Agreements/ Licensee Agreement	8
7. Special Provisions.....	9
8. Cost of Bidding.....	10
9. Content of Bid Documents.....	10
10. Clarification of Bid Documents.....	10
11. Pre-Bid conference	11
12. Language of Bid.....	11
13. User Portal Agreement.....	12
14. Methodology for online submission of Bids.....	12
15. Period of Validity of Bids.....	16
16. Earnest Money Deposit (EMD).....	16
17. Documents establishing Bidder's Eligibility and Qualifications.....	16
18. Deadline for Submission of Bids.....	20
19. Late Bids.....	20
20. Modification and Withdrawal of Bids.....	20
21. Purchaser's Right to Accept or Reject any or all Bids.....	21
22. Bid Prices	21
23. Bid Currencies.....	22
24. Opening of Bids by Purchaser	22
25. Techno-Commercial Evaluation of tender.....	22
26. Shortfall / confirmatory Documents.....	23
27. Conversion to Single Currency.....	24
28. Reverse Auction.....	24
29. Evaluation and Comparison of the Bids.....	27
30. Computational Errors.....	30
31. Contacting the Purchaser.....	30
32. Notification of Award	30
33. Signing of Contract.....	30
34. Security Deposit.....	31
35. Banning of Business.....	31
36. Pre-Contract Integrity Pact.....	32
37. Purchase Preference under 'Make in India' Policy	32
38. Purchase Preference to Micro & Small Enterprises (MSEs).....	35
39. Relaxation for MSEs and Startups	36
40. Code of Integrity for Public Procurement.....	37
41. Conflict of Interest among Bidders/ Agents.....	39

Section III - General Conditions Of Contract (GCC).....43

1. Definitions	44
2. Application.....	46
3. Standards.....	46
4. Use of Contract Documents and Information	46
5. Patent Rights	46
6. Security Deposit.....	46
7. Performance Bank Guarantee	46
8. Inspections and Tests	46
9. Packing and Marking	48
10. Delivery and Documents.....	48
11. Insurance	50
12. Transportation.....	50
13. Incidental Services	51
14. Spare Parts	51
15. Warranty	51
16. Payment.....	51
17. Prices.....	52
18. Change in Orders	52
19. Contract Amendments	52
20. Assignment	52
21. Subcontracts.....	52
22. Delays in the Supplier's Performance	52
23. Liquidated Damages	53
24. Termination for Default	53
25. Force Majeure	54
26. Termination for Insolvency.....	55
27. Termination for Convenience	55
28. Governing Language.....	56
29. Applicable Law	56
30. Notices	56
31. Taxes and Duties.....	56
32. Limitation of Liabilities.....	57
33. Provisions of CIL's Purchase Manual.....	57
34. Settlement of Commercial Disputes.....	57
35. Applicability of GST on Penalties.....	58
36. Progress reports.....	58
37. Jurisdiction of Courts.....	58

Section IV - Special Conditions Of Contract (SCC).....59

1. Security Deposit (GCC Clause 6).....	60
2. Performance Bank Guarantee (GCC Clause 7)	60
3. Inspection and Test (GCC Clause 8)	61
4. Delivery and Documents (GCC Clause 10).....	62
5. Incidental Services (GCC Clause 13)	62
6. Warranty (GCC Clause 15).....	63
7. Payment (GCC Clause 16).....	63

8. Prices (GCC Clause 17).....	66
9. Banned or Delisted Suppliers or Put on Holiday supplier	67
10. Distribution of Orders	67
11. Purchaser’s right to vary quantities.....	67
12. Spare Parts (GCC Clause 14).....	67
13. Performance period for trial & minimum annual availability	68
14. Issue of performance report after completion of trial period.....	68
15. Insurance (GCC Clause 11)	68
16. Transportation (GCC Clause 12)	68
17. Liquidated Damages (GCC Clause 23).....	68
18. Taxes and duties (GCC Clause 31).....	68
Section V - Schedule of Requirements.....	69
Schedule of Requirements.....	70-72
Section VI - Technical Specifications.....	73
1. Preface – Instructions to Bidders	74
2. Scope of supply.....	76
3. Specific Site Requirement.....	78
4. General Requirements.....	79
5. Equipment Specifications	88
Section VII - Sample Forms.....	108

Annexure No.	Description	Page No.
1	Format for Letter of Bid (LOB)	109
2	Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid	111
3	Details of Bidder	112
4	Manufacturer’s Authorisation Form	113
4(a)	Declaration by the Principal Manufacturer Form	115
5	Format for Complete list of Consumable Spares and Consumables required for first 12 months of warranty period from the date of commissioning of the equipment, to be quoted by bidders in Indian Rupees. This list is to be given for each equipment. This list is to be submitted without prices in Tech Doc folder and with prices in BOQ 2	117

6	Format for Complete list of Spares and Consumables required for 84 months after completion of 12 months warranty period from the date of commissioning of the equipment, to be quoted by bidders in Indian Rupees. This list is to be given for the equipment for period, 2 nd & 3 rd year, 4 th & 5 th year and 6 th to 8 th year separately. These lists are to be submitted without prices in Tech Doc folder and with prices in BOQ 2	118
10	Details of Training Charges	122
11	Contract Format	123
13	Performance Bank Guarantee Format	126
14	Format for Pre-Contract Integrity Pact	128
15	Pro-forma of Commissioning Certificate to be Issued by the Purchaser after Successful Commissioning of Equipment / Plant	135
16	Format for Bank Details for Electronic Payment	137
17	Pro- forma for Equipment and Quality Control	138
18	Bid Securing Declaration form	139
19	Check list of documents to be uploaded	140

Section I - Invitation for Bids (IFB)

Section I - Invitation for Bids (IFB)

Section I - Invitation for Bids (IFB)

Section I - Invitation for Bids

- Coal India Limited**, a Government 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 <https://coalindiatenders.nic.in> from the eligible bidders for (i) supply, installation and commissioning of 1 (One) No. of **20 Cu. M. Electric Rope Shovels** along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 24 months **on trial basis**; and (ii) on being declared proven after successful performance during trial period of 36 months, supply of Spares & Consumables for a further period of 60 months **on proven basis** for its mining projects as described in Section-V “Schedule of Requirements”.
- The tender document shall be available on the website of Coal India Limited (www.coalindia.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL’s e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such tender document shall be considered valid for participating in the online tender on CIL’s e-Procurement Portal (<https://coalindiatenders.nic.in>).
- There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.
- Details of tender**

1	Tender No.	Tender No.: CIL/C2D/20 Cu. M. ER. Shovel/Trial/364 Dated 14.12.2020
2	Type of Tender	Open (Two Bid System with Reverse Auction)
3	Estimated value of equipment only	Rs. 73.00 Crores (Approx.)
4	Earnest Money Deposit	NIL
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Supply, Installation and Commissioning of 1 (One) No. of 20 Cu. M. Electric Rope Shovels along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 24 months on trial basis and on being declared proven after successful performance during trial period of 36 months, supply of Spares & Consumables for a further period of 60 months on proven basis
7	e-Publishing date of Tender	15.12.2020
8	Downloading of Tender Document:	
	(i) Starts on	15.12.2020 From 16.00 hours (IST)
	(ii) Closes on	07.01.2021 Upto 16.00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	15.12.2020 From 16.00 hours (IST)
	(ii) Closes on	21.12.2020 Upto 11.00 hours (IST)
10	Pre Bid Conference	23.12.2020 At 11.00 hours (IST)

Section I - Invitation for Bids (IFB)

11	Online Submission of Offers:	
	(i) Start Date and Time	24.12.2020 From 11.00 hours (IST)
	(ii) Last Date and Time	07.01.2021 Upto 16.00 hours (IST)
12	Due date of Opening of Tenders (Cover-I)	08.01.2021 At 16.00 hours (IST)
13	Due date and time of Opening of Cover-II of the Tender and Start of Reverse Auction	Will be done at a later date which will be communicated to the Techno-Commercially acceptable bidders through portal only

5. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
6. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
7. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
8. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

General Manager (MM)-HOD,
Coal India Limited,
Coal Bhawan,
MM Department,
1st Floor, Premises No. 04,
Action Area 1 A,
New Town, Rajarhat,
Kolkata -700156, India
Fax: +91 33 2324 4115
Phone: +91 33 2324 4127
Email address: gmmm.cil@coalindia.in

General Manager (MM)-HOD
For and on behalf of Coal India Limited

Instructions To Bidders (ITB)

Section II - Instructions To Bidders (ITB)

Instructions To Bidders (ITB)

A. Introduction

1. Requirements for participation in e-tenders

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

- a) PC with internet connectivity. It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Online Enrollment/ Registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorised person. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped / registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Bidder's claiming purchase preference under Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall register in the e- procurement portal as privileged/preferential category bidder before submitting their bid.
- d) Class II or Class III Digital Signature Certificate (DSC).

2. Digital Signature Certificate (DSC)

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

3. Help for participating in e-tender

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the 24 x 7 help-desk on 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787. All queries will be answered in English / Hindi only.

4. Communication

All communication sent by CIL as well as the e-procurement service provider by post/fax/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.

B. Eligibility of Bidders

5. Eligible Bidders

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) :

i) Foreign Manufacturers: Not Eligible

ii) Indigenous Manufacturers:

The following Indigenous Manufacturers are eligible to quote against the tender:

a. The Indigenous Manufacturers who manufacture the equipment of tendered capacity but have not supplied the same to Coal India Ltd or any of its subsidiaries in the past subject to meeting the Special Provisions Clause mentioned at Clause 7 of Section II, ITB;

OR

b. The Indigenous Manufacturers who manufacture the equipment of tendered capacity and have supplied the same to Coal India Ltd or any of its subsidiaries in the past but the supplied equipment could not perform satisfactorily to achieve the stipulated guaranteed annual availability percentage of the respective supply order(s) for three consecutive years from the date of commissioning;

OR

c. Indigenous manufacturers who have not manufactured the tendered capacity Equipment but intend to manufacture the equipment of tendered capacity are eligible to quote against this tender subject to fulfilling the following:-

1. The manufacturer shall have adequate Infrastructure facility and capacity, in terms of skilled manpower & machinery with ISO certification of their works. The details in this respect are required to be furnished by the bidder. The Purchaser or its authorised representative reserves the right to inspect the premises & facilities available with the manufacturer to assess the capability to manufacture the tendered equipment.
2. The manufacturer in order to establish its capability to manufacture tendered equipment, is required to furnish copies of the work orders executed by them in past in respect of various jobs of manufacturing of different parts, assemblies, sub-assemblies; major overhauling of complete equipment, assemblies, sub-assemblies, if any, for the tendered equipment of the same or lower/ higher capacity. Copies of all such documents are required to be self-certified & notarised.
3. The manufacturer shall submit self-certified manufacturing drawings/ design of the quoted equipment and its assemblies along with other relevant documents including the list of bought-out items indicating the name and address of the vendor(s) as well as own manufactured items.
4. The manufacturer shall have a Quality Assurance Plan and will submit details of the same.
5. The manufacturer shall possess adequate In-House testing facilities or shall have arrangement with Govt. approved/ recognised test laboratories

Section II - Instructions To Bidders (ITB)

for conducting relevant tests. Details with relevant documents, if any, are required to be furnished.

- iii) **Indian Agent:** Authorised Indian Agent of a indigenous manufacturer is also eligible to quote on behalf of its principal (who is eligible as per clause ii above) against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised 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 authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.

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 this tender or in a parallel tender (regular or trial) for the same item. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

- iv) **Indian Subsidiary of a Indian Manufacturer:** Indian Subsidiary of a Indian Manufacturer are also eligible (as per clause ii above) to quote. In such case the bidder shall upload relevant documents to prove their status as Indian subsidiary of the Indian manufacturer along with tender specific Manufacturer's Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the principal manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.

- v) **Indian manufacturing entity of foreign manufacturer and bidding as indigenous manufacturer:**

Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment. In such case, the bidder shall be required to submit notarized copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/MOU with foreign (principal) manufacturer for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer as per Annexure-4 (a), Sample Forms, Sec-VII, signed and stamped by the principal manufacturer to quote against the CIL Tender, indicating the Tender

Section II - Instructions To Bidders (ITB)

Reference No. and date. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time.

- 5.2 The bidder or Manufacturer (in case the bidder is not manufacturer) will have After Sales Service Support facilities in India like Depot / Warehouse for supply of spare parts required for repair and maintenance of the equipment, Workshop facilities for servicing, repairing and testing of assemblies, sub-assemblies of the offered equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel for the offered capacity and type of equipment. The workshop / service centre shall have proper material handling facilities for the major assemblies of the equipment, repairing / servicing and testing facilities for all components which require periodical servicing and check up, oil sample testing facilities and welding facilities for the required jobs. The workshop / service centre shall also have facility for testing and quality assurance for the components which will be serviced through vendor.

In case the bidder does not have the above After Sales Service Support facilities in India, it will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion of trial period of the first equipment commissioned i.e. by the end of 3rd year of trial period of the first equipment commissioned. If these facilities are not established within the above period, the Purchaser has the right to take necessary action as per the contract including encashment of 100% Performance Bank Guarantee.

Note: In case the manufacturer is the bidder, the Aftersales Service Support Facilities of its Indian Agent may also be acceptable.

6. Collaboration and License Agreements

- i. Collaboration Agreement: In case of Collaboration Agreement or Memorandum of Understanding (MoU) with the principal manufacturer, the collaboration agreement / MoU should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer has to confirm that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime. The agreement / MoU evincing collaboration of the Indian Firm / Company with the Principal Manufacturer must be a document registered in India under the provision of Indian Registration Act, 1908, irrespective of likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act. A notarized copy of Collaboration Agreement/MOU, duly registered in India as above and undertaking of principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded along with the offer. In such case the bidder shall upload tender specific "Declaration by the Principal Manufacturer Form" as per Annexure-4 (a),

Section II - Instructions To Bidders (ITB)

Sample Forms, Sec-VII, signed and stamped by the principal manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date

In the event of termination of collaboration agreement / MoU, the principal manufacturer will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations / arrangements.

- ii. License Agreement: In case Indigenous manufacturer, who has manufactured, supplied and serviced the same or similar equipment (to the equipment being offered), is participating under License agreement with the company having valid Intellectual Property Rights (IPR) for the equipment being offered, the License agreement should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract.

The bidder and licensor having IPR for the equipment being offered should confirm to ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime. The agreements evincing License agreement of the bidder and licensor must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act. A notarized copy of License Agreement, duly registered in India as above and undertaking of principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded along with the offer

In the event of termination of License Agreement, the licensor having IPR will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations / arrangements.

7 Special Provisions

- 7.1 The intending bidder is required to disclose whether it has participated in any tender for the equipment covered under this tender, at CIL or any of its subsidiary companies till the date of submission of the present tender. If the bidder has participated in any such tender(s), then details of such tender(s) indicating tender no. and date, name of the subsidiary company and present status of the tender are to be furnished. If the bidder has not participated in any such tender(s), then also it has to submit declaration accordingly. If the bidder has participated in any such tender(s) and has been considered “proven” in such tender(s), then its offer shall not be considered in the present tender.
- 7.2 The bidder/ manufacturer who will be awarded trial order against this tender, will not be eligible to participate in any other subsequent tender(s) floated after award of the trial order, by CIL or its subsidiaries for the tendered equipment, till the completion of trial period against this tender.

Section II - Instructions To Bidders (ITB)

8. Cost of Bidding

The bidder shall bear all costs associated with the preparation and online submission of bid, and Coal India Limited (CIL), hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

C. Bid Documents

9. Content of Bid Documents

9.1 The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:

- a. Instructions to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Specifications;
- f. Letter of Bid (LOB);
- g. Manufacturer’s Authorisation Form;
- h. Contract Format;
- i. Security Deposit Bank Guarantee Format;
- j. Performance Bank Guarantee Format;
- k. Format for Pre-Contract Integrity Pact;
- l. Technical Parameter Sheet (TPS) in Excel Format in the e-procurement portal;
- m. Bill of Quantity (BOQ) in Excel Format in the e-procurement portal;
- n. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;

9.2 The Bidder is expected to examine all instructions, forms, formats, terms and specifications in the Bid Documents. Failure to furnish all information / documents/ certificates required by the Bid Documents will be at the Bidder's risk and it may result in rejection of its bid.

10. Clarification of Bid Documents

A prospective bidder may seek clarification online through CIL’s e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the deadline for the online submission of bid. Purchaser’s response shall also be put on the CIL’s e-procurement portal, after the date of Pre-Bid conference as described below but 15 (fifteen) days before the last date for online submission of bid.

Section II - Instructions To Bidders (ITB)

11. Pre-Bid Conference

A Pre-Bid conference will be held at the office of the purchaser on 23.12.2020 at 11.00 A.M. Bidders are requested to send their questions online through CIL's e-procurement portal not later than 15 (fifteen) days prior to the deadline for the online submission of bid. The Bidder's authorised representative is invited to attend the pre-bid conference. Number of persons permitted to attend the Pre-Bid conference shall be limited to a maximum of 2 (Two) persons per bidder. The purpose of the meeting will be to clarify issues and clearing doubts, if any, about the specifications of the items/ equipment and other terms and conditions mentioned in the tender document. Failure to attend pre-bid conference does not restrict the intending bidders from submitting the bid.

A prospective bidder may seek clarification from the next day of Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received within the period specified in the NIT. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall also be put on the website of CIL, CPP Portal and e-Procurement Portal, after holding the Pre-Bid Conference but well before the deadline for submission of bids.

Procedure for Pre-Bid Conference :-

- a. Bidders are advised that CIL expects the bidders to comply with the tender specifications/conditions which have been frozen after pre-bid conference, and hence non-conforming bids will be rejected straightaway.
- b. Bidder should depute not more than two representatives for attending the pre-bid conference who can actively participate and contribute in the pre-bid conference.
- c. The issues raised by the prospective bidders during the pre-bid conference will be examined by CIL. The clarifications/ modifications, if any, shall be made and communicated to all the intending bidders and shall also be hosted on the websites of the CIL, e-Procurement Portal and CPP Portal. In case there is a modification in the tender document, corrigendum to tender enquiry shall be issued also.

D. Preparation and Submission of Bid

12. Language of Bid

All correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by a certified true translation of the relevant passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern. All such translated documents should bear the signature and stamp of the authorised signatory of the bidder who has signed the LOB, as a token of authentication of the same.

Section II - Instructions To Bidders (ITB)

13. User Portal Agreement

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished in its offer on-line in order to become an eligible bidder and if the same is found to be wrong or misleading at any stage, they will be liable for punitive action.

14. Methodology for online Submission of Bids

14.1 The offers are to be submitted on-line through CIL's e-procurement portal in two covers-Cover-I containing 'Techno-Commercial Bid' and Cover-II containing 'Price- Bid'.

14.2 **Techno-Commercial Bid (Cover-I):** The scanned copies of the following documents will be uploaded in relevant folders in the Techno-Commercial Bid (Cover-I) as mentioned in [Annexure-19], Sample Forms, Sec-VII. **It should be noted that the Cover-I should not contain the price.**

- i. **Letter of Bid (LOB):** The Letter of Bid (LOB) as per the format given at [Annexure-1] will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority" / "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB along with "Authority"/ "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-2]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

- ii. **Details of Bidder:** 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".

- iii. **Technical:**

- (a) Documents as mentioned in Technical Specifications, Section-VI of the bid document. Documents establishing bidder's technical eligibility and qualifications as per Section-II, ITB clause-17.

Section II - Instructions To Bidders (ITB)

- (b) Complete list of consumable spares and consumables required for first 12 months of warranty period from the date of commissioning of the equipment (**without prices**) as per [Annexure-5], as applicable, Sample Forms, Section-VII. These lists is to be given per equipment.
- (c) (i) Combined list of spares and consumables required for 2nd & 3rd years of operation from the date of commissioning of the equipment (**without prices**) separately as per [Annexure-6], as applicable, Sample Forms, Section-VII. These lists are to be given for each equipment separately.
- (ii) Combined list of spares and consumables required for 4th & 5th years of operation from the date of commissioning of the equipment (**without prices**) separately as per [Annexure-6], as applicable, Sample Forms, Section-VII. These lists are to be given for each equipment separately.
- (iii) Combined list of spares and consumables required for 6th to 8th years of operation from the date of commissioning of the equipment (**without prices**) separately as per [Annexure-6], as applicable, Sample Forms, Section-VII. These lists are to be given for each equipment separately.
- (d) Bidder shall be allowed to quote for price of consumable and spares after warranty period in the following manner: -
- (i) Composite price of Spares and consumables required for 2nd & 3rd years.
- (ii) Composite price of Spares and consumables required for 4th & 5th years of operation from the date of commissioning of the equipment.
- (iii) Composite price of Spares and consumables required for 6th to 8th years of operation from the date of commissioning of the equipment.
- iv. **Commercial:**
- a) In place of EMD, bidders shall have to sign a Bid Securing Declaration and uploaded in the e-procurement portal.
- b) Documents establishing bidder's commercial eligibility and qualifications as per Section-II, ITB clause-17.
- c) Duly signed and stamped Pre-Contract Integrity Pact as per Section-II, ITB, Clause-36 and as per Format given at [Annexure-14], Sample Forms, Section-VII.
- d) Lowest Price Certificate as per Clause-8.2, SCC, Section-IV.
- e) A confirmation that the bidder has quoted for the equipment along with the Spares & Consumables exactly as per the NIT requirement; otherwise the offer is liable for rejection.
- f) A confirmation that details of training charges have been indicated in BOQ 2 folder, as per [Annexure-10], Sample Forms, Section-VII (**No rates / prices are to be indicated in this confirmation**).
- v. **Technical Parameter Sheet (TPS):**
- Detailed Technical Specifications of 20 Cu. M. Electric Rope Shovel are mentioned in Section-VI. The Technical Parameter Sheet containing the summarised Technical Specifications/ Parameters in Excel format will be available on CIL's e-procurement

Section II - Instructions To Bidders (ITB)

portal. This is to be downloaded by the bidder who will furnish all the required information on this Excel file. The Bidder is required to put values under the column “BIDDER’S VALUE” in TPS. TPS mentions Clause No. of Technical Specifications and in some cases detailed descriptions of individual component/ system. Details of each clause are mentioned in Technical Specifications. The details of documents to be submitted in support of values in the TPS are given in [Annexure-19], Sample Forms, Section-VII and Technical Parameter Sheet (TPS). Authenticated and Scanned copy of documents are to be submitted in Seven folders named as “Tech Doc 1”, “Tech Doc 2”, “Tech Doc 3”, “Tech Doc 4”, “Tech Doc 5” and “ELIGIBILITY TECHNICAL DOCS” as per check list of [Annexure-19 [Technical]]. All the folders must contain at least one (01) document. **NO FOLDER SHOULD BE LEFT BLANK.** All these folders shall be uploaded along with the TPS during Bid submission. Incomplete template or the templates not submitted as per the instructions given will be rejected.

TPS will also contain a separate sheet named as “Commercial Parameter Sheet” (CPS), which will also be filled-in by the bidder before uploading TPS. All related documents to CPS are to be uploaded by the bidder in “ELIGIBILITY COMMERCIAL DOCS”, “LOB Docs” and “Commercial Docs” folder.

14.3 Price Bid (Cover-II):

- (a) The Cover-II has two folders- **BOQ template** and **BOQ 2 folder**. The Price-Bid containing the Bill of Quantity (BOQ) in Excel format will be available on CIL’s e-procurement portal as BOQ template. This will be downloaded by the bidder who will quote the rates, taxes and other cost elements as provided in the format for the offered items. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Bidders may refer Clause–22 & 23 of ITB section for Bid Prices.

i. **BOQ template**: This template consists of sheets- “BoQ 1” and “INR Sheet”.

The BoQ 1 sheet is a front sheet. This front sheet is a compilation sheet, where the prices quoted by the bidder in INR are compiled for preparation of the comparative chart. The Bidder shall only enter their name in full in BoQ 1 sheet.

Note: If the bidder is quoting:

- a) All items ONLY in INR

The second sheet in BOQ template is an “INR sheet” for quoting price of equipment & spares and consumables in INR. In the “INR sheet”, items for which the price is quoted in INR shall be filled in. The price of equipment shall be quoted in INR. The total price of all consumables and spares for 2nd & 3rd years, 4th & 5th year and 6th to 8th years in INR should be quoted in this sheet separately for each equipment. All elements of price to be quoted in INR shall be filled in this sheet. The break-up of the total price of all spares & consumables for 2nd & 3rd years, 4th & 5th year and 6th to 8th years as per the respective format given in [Annexure-5 to 6] in Section-VII, Sample Forms, should be uploaded in BOQ 2 folder.

Section II - Instructions To Bidders (ITB)

The Total Value of all prices quoted in INR for one no. Equipment, Spares & Consumables shall reflect in the front sheet.

ii. BOQ 2 folder

The details of prices of individual items of all spares and consumable as per format given in [Annexure-5 to 6, as applicable and Training Charges as per Annexure-10] shall be quoted in Excel format and the same shall be uploaded in this folder. It would be the responsibility of the bidder to ensure that the total price for all the spares & consumables for 2nd & 3rd years, 4th & 5th year and 6th to 8th years shall tally with the total price of such items quoted in respective sheets (INR sheet) of BOQ template & BOQ 2 folder. In case of any discrepancy in the total price of all spares & consumables quoted in INR Sheet in BOQ template and summation of individual items quoted in BOQ 2 Folder, the prices in BOQ template (if not participated in reverse auction) / revised Price Break-Up after reverse auction, shall be considered for evaluation, while award of contract and payment shall be made at lower of the two prices.

The separate block year-wise list of all spares and consumables with quantity but **WITHOUT PRICES** as per formats given in [Annexure-5 to 6, as applicable] shall also be uploaded in the techno-commercial bid.

- 14.4 Both the covers - Cover-I 'Techno-Commercial Bid' and Cover-II 'Price Bid' are to be uploaded in the e-procurement portal before the last date and time for submission of online bid.
- 14.5 Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with the offer as per tender requirements at relevant spaces / folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in **100 DPI** for clarity & easy uploading.
- 14.6 In case bidders upload copies of registration certificate of NSIC/BIS Licence and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be duly attested by a Notary Public.
- 14.7 The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.
- 14.8 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.
- 14.9 **Submission of Forged/Tampered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statements made in the bid as well as documentary support of such statements submitted with online bid against the tender, CIL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CIL reserves the right to verify such documents with the original, if necessary, at a later stage for which

Section II - Instructions To Bidders (ITB)

the bidder shall have to submit the original documents to CIL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CIL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CIL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of tender document/Purchase Manual of CIL/Provisions of law in force. Further, suitable action may be taken for claiming damages from the bidder.

15. Period of Validity of Bids

The bids (Techno-Commercial Bid and Price-Bid) shall remain valid for a period of 120 days from the day of opening of Techno-Commercial Bid. A bid valid for a period shorter than called for is liable to be rejected by the purchaser.

16. Earnest Money Deposit (EMD)

In place of EMD, bidders shall have to sign a Bid Securing Declaration as per the format given at [Annexure-18] accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or any other default which attracts forfeiture of EMD (as prescribed in existing manuals) as defined in the request for bids document, they will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. This banning shall be done under the provisions of the NIT with the approval of Tender Accepting Authority with intimation to all concerned and online blocking of the bidder shall be done on receipt of written communication from the Tender inviting Authority by application admin of CIL e-procurement portal.

17. Documents Establishing Bidder's Eligibility and Qualifications

- A. (i) In case equipment manufacturer is quoting against the tender, it has to upload scanned notarized copies of the following documents with the offer:
- Commercial Documents
 - a) A write up in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.
 - b) In case of Indigenous manufacturer, GST Registration Certificate.
 - Technical Documents
 - c) Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc.
 - d) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and

Section II - Instructions To Bidders (ITB)

repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel for the offered capacity and type of equipment. Details will also include information whether the above facilities are owned by the manufacturer or its authorised Indian Agent/Indian Subsidiary/Indian Office.

- e) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India by the end of the completion of trial period.
- (ii) In case Indian Agent is quoting against the tender on behalf of the equipment manufacturer, it has to upload scanned notarized copies of the following documents with the offer:
- Commercial Documents
 - a) A declaration from the manufacturer that they as a matter of corporate policy do not quote directly.
 - b) Tender specific Manufacturer's Authorization as per [Annexure-4], Sample Forms, Section-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.
 - c) A write up in respect of its organization as well as of its principal along with the documents like Certificate of Incorporation/ Registration etc.
 - d) GST Registration Certificate along with GST Registration Certificate of Indigenous manufacturer.
 - e) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.
 - Technical Documents
 - f) Documentary evidence to establish that its principal is the equipment manufacturer [as indicated above at A.(i)(c)].
 - g) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel for the offered capacity and type of equipment. Details will also include information whether the above facilities are owned by the manufacturer or the authorised Indian Agent.
 - h) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India by the end of the completion of trial period.

Section II - Instructions To Bidders (ITB)

(iii) In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, it has to upload scanned notarized copies of the following documents with the offer:

- Commercial Documents

- a) A write up in respect of its organization as well as of its holding/parent company along with the documents like Certificate of Incorporation/Registration etc.
- b) Tender specific Manufacturer's Authorization as per [Annexure-4], Sample Forms, Section-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.
- c) Relevant documents like a certificate from the principal manufacturer that the bidder is their subsidiary or Certificate from the Parent Company that both the principal manufacturer and the bidder are their direct/ indirect subsidiaries or any other document, to prove their status as Indian subsidiary of Indian manufacturer.
- d) GST Registration Certificate of all Indian entities
- e) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening. In case Indian Subsidiary of an Indian Manufacturer has not completed three financial years from its inception, the Profit & Loss accounts, as available, are to be uploaded.

- Technical Documents

- f) Documentary evidence to establish that its holding/parent company is the equipment manufacturer [as indicated above at A.(i)(c)]. Also documents establishing details of manufacturing facility available in India, if any.
- g) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel for the offered capacity and type of equipment. Details will also include information whether the above facilities are owned by the manufacturer or its Indian Subsidiary/Indian Office.
- h) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India by the end of the completion of trial period.

(iv) In case Indian Manufacturing entity of a Foreign Manufacturer is quoting, it has to upload scanned notarized copies of the following documents with the offer:

- Commercial Documents

- a) A write up in respect of its organization as well as of its holding/parent company along with the documents like Certificate of Incorporation/Registration etc.
- b) Tender specific Manufacturer's Authorization as per [Annexure-4(A)],

Section II - Instructions To Bidders (ITB)

- Sample Forms, Section-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.
- c) Notarized copy of valid legal document/ agreement copy/ Collaboration Agreement/ MOU/ Licensee Agreement executed as per clause 6 of ITB.
 - d) The location and address of the factory where the equipment is being manufactured/ local value addition is being made.
 - e) GST Registration Certificate of all Indian entities
 - f) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening. In case has not completed three financial years from its inception, the Profit & Loss accounts, as available, are to be uploaded.
- Technical Documents
 - g) Documentary evidence to establish that its holding/parent company is the equipment manufacturer [as indicated above at A.(i)(c)]. Also documents establishing details of manufacturing facility available in India, if any.
 - h) ISO certificate/ Factory License/ Any other document to prove that the bidder is having manufacturing facility in India.
 - i) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel for the offered capacity and type of equipment. Details will also include information whether the above facilities are owned by the manufacturer or its Indian Subsidiary/Indian Office.
 - j) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India by the end of the completion of trial period.
 - (v) The bidders falling under clauses- 5.1.ii (a), ITB, Sec-II shall submit authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer and duly notarized) of supply orders for the tendered capacity equipment, received by them from various customers.
 - (vi) The bidders falling under clauses- 5.1.ii (b) shall submit the authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer and duly notarized) of relevant supply order(s) and authenticated copies of performance report(s) against those orders.
 - (vii) The bidders falling under clause-5.1.ii(c), ITB, Sec-II shall submit the details and documents mentioned under clause-5.1.ii(c) (1) to (5).
 - (viii) All the bidders shall submit the relevant details and documents mentioned under clause-7.1.

Section II - Instructions To Bidders (ITB)

B. The following documents shall also be uploaded by the bidder in case of contract with principals involving Indian agents:

- i) Manufacturer's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent and the nature of after sales service to be rendered by the Indian Agent.
- ii) Copy of the agency agreement with the principal stating the precise relationship between them and their mutual interest in the business.

18. Deadline for Submission of Bids

- i) Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in Sec-I, IFB.
- ii) The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) One extension of bid submission date by four days in case of number of bids received is less than three, will be done automatically by the system. In case no offer is received, tender will be cancelled. The information of cancellation of the tender will be uploaded on the e-procurement portal through corrigendum. No separate corrigendum shall be issued and published by the Tender Inviting Authority for extending the due dates.

19. Late Bids

No bid will be accepted after the deadline for online submission of bid.

20. Modification and Withdrawal of Bids

- i) Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
- ii) No bid can be modified after the deadline for submission of bids.
- iii) **Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.**
- iv) No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money.

Section II - Instructions To Bidders (ITB)

21. Purchaser's Right to Accept or Reject any or all Bids

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. No dispute of any kind can be raised against this right of the Purchaser in any court of law or elsewhere.

22. Bid Prices

- 22.1
- a) The bidders are required to quote their lowest prices for Equipment, Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 84 months separately for each equipment mentioned in Schedule of Requirement–Section-V.
 - b) The bidder has to quote for at least 50% of the total tendered quantity as given in Schedule of Requirement–Section-V, otherwise their offer will not be considered. If the 50% quantity comes out to be a fraction, the bidder should quote for the next whole number.
 - c) While quoting for PCD and NCD Equipment, the bidder must ensure that it quotes the same unit basic rates for equipment, spares and consumables. If the unit prices are found to vary, the lowest price will be applicable. In case of INR offer, the basic price will be Ex-works price for equipment and FOR Destination for spares & consumables.
 - d) Single contract will be concluded with bidder for both Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 84 months.
 - e) The equipment price shall be inclusive of the total cost towards requirement and services **including training** as mentioned in the Schedule of requirement/ services, Section-V. However, the details in respect of training charges should be indicated separately for each equipment, as per [Annexure-10], Sample Forms, Section-VII. This break-up shall be used for deduction purposes only, in case of any default in training as per the given schedule.
- 22.2 The indigenous manufacturer or its authorised Indian Agent/ Indian Subsidiary shall quote the prices for Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 84 months in INR for delivery on FOR Destination basis. For the purpose of the contract, the term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination. The offer should indicate unit prices, discount, if any, and the total price as per the BOQ and relevant Annexures of Sample Forms, Section-VII.

Under FOR destination Contract, it is the responsibility of the supplier to deliver the goods at the FOR destination site at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the FOR destination site. CIL has no obligation to the supplier on these accounts. However, CIL will provide the

Section II - Instructions To Bidders (ITB)

supplier upon request, with necessary information for obtaining insurance.

- 22.7 Prices quoted by all the bidders for equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 84 months, shall remain firm till supply of these items.
- 22.8 Bids submitted with conditional price quotations shall be rejected.
- 22.9 Discounts offered, if any, should be clearly indicated as Trade Discount, Quantity Discount etc. Conditional Discounts shall not be taken into account for the purpose of determination of ranking.

23. Bid Currencies

The prices shall be quoted in the following currencies:

- i) **For Indigenous Manufacturer:** For Goods and Services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country.
- ii) **For Foreign Manufacturer: Not Eligible**
- iii) The inland transportation & insurance for delivery upto Final Place of Destination and erection and commissioning charges should be quoted in INR only.

D. Bid Opening and Evaluation

24. Opening of Bids by Purchaser

- i. The Techno-Commercial Bids (Cover-I) will be decrypted on-line and will be opened on the pre-scheduled date and time of tender opening.
- ii. Price-Bid (Cover-II) will be opened after evaluation of Cover-I. The Cover-II of only the techno-commercially acceptable bidders (qualified bidders against Cover-I) shall be decrypted and opened on the scheduled date & time for which separate intimation will be given to the techno-commercially acceptable bidders through the e-procurement portal.
- iii. Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction Platform named "Auction BOQ" will be created. Reverse Auction process will follow as mentioned in clause 28, ITB.

25 Techno-Commercial Evaluation of Tender

- a) The e-Procurement System will evaluate the bids automatically based on details entered by the bidders in TPS and system evaluated technical scrutiny report will be available on the system itself. This will be downloaded by the concerned Department who will further scrutinize the system accepted bids in light of documents uploaded by the bidders.

Section II - Instructions To Bidders (ITB)

- b) Any bid which has not been submitted with the requisite Exemption document will not be considered for further evaluation.
- c) During evaluation, shortfall/ confirmatory documents, if required, will be sought from the bidders. For this purpose, one chance of 7x24 hours duration shall be given through Shortfall Document. If further clarifications/shortfall documents are required, another chance may be given to the Bidders through confirmatory link, keeping a time frame of 5x24 hours.
- d) Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- e) After techno-commercial evaluation of bids, price bids of the techno-commercially acceptable bidders will be opened in the manner described in Clause-24 above. The Techno-commercial bid that is not meeting the NIT requirement will be rejected by the Purchaser.

26 Shortfall/ Confirmatory Documents

During evaluation and comparison of bids, the purchaser may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the purchase portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These shall be called with the approval of concerned HOD of Technical/ MM departments. (Example: if the Permanent Account Number, registration with sales tax/ VAT/ GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate related to that supply order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

The Purchaser may ask for shortfall/ confirmatory documents during the evaluation of the bids. For this purpose, maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents.

Section II - Instructions To Bidders (ITB)

The above documents will be specified on-line under the link “Upload shortfall/ confirmatory document” indicating the start date and end date for on-line submission by bidder. The bidders will get this information on their personalized dashboard. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dash board at least once daily after opening of bid. No separate communication will be made in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the requested documents within the specified period and no additional time will be allowed in this regard for on-line submission of documents after the maximum 2 chances, first of 7x24 hours duration and second of 5x24 hours duration.

27 Conversion to Single Currency - Not Applicable

28 Reverse Auction

Reverse auction process shall be as under:

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform named “Auction BOQ” will be created.
- (b) Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.
- (c) The multi auction template will display only the item-wise L-1 price received, decrement value and starting and end time. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders.
- (d) The L-1 total bid price as defined in clause-29(E) (c), ITB of the NIT for 1 no. equipment for each item will be “Start Bid Price” for respective item of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
 - i) For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
 - ii) For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.
 - iii) For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.
 - iv) For decrement value from Rs.1,001/- to Rs.10, 000/-, rounding off will be made to nearest 1,000;
 - v) For decrement value from Rs.10,001/- to Rs.1,00,000/-, rounding off will be made to nearest 10,000 ;
 - vi) For decrement value from Rs.1, 00, 001/- to Rs.10, 00,000/-, rounding off will be made to nearest 1, 00,000 and so on...

Section II - Instructions To Bidders (ITB)

- (g) The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower.

This shall be worked out as under:

$$DV_1 = (DV + \frac{2}{100} \times L1)$$

where DV= Decrement Value (fixed) as indicated in NIT

DV₁= Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range)

L1= Start Bid Price or Current Lowest Price as displayed during reverse auction

If the start bid price is Rs.21000 and decrement value is Rs.100, the maximum seal percentage will be 2% of 21000 i.e. Rs.420 and upper range of reduction shall be Rs.520 (100+420). However, as reduction has to be in multiples of decrement value, maximum reduction that can be offered by the bidder will be Rs.500 only and hence, first reduced bid in reverse auction cannot be below Rs.20500.

In the above scenario, the seal percentage for 2nd bid will be 2% of 20500 i.e. Rs.410 and the upper range of reduction shall be Rs.510 (100+410). Thus maximum reduction that can be offered will again be Rs.500 only in multiples of Rs.100 (decrement value).

- (h) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by 30 minutes in case of any reduction recorded in the last 30 minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 30 minutes slot.
- (i) Item-wise H-1 bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H-1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H-1 net landed cost/price, the bidder who had submitted/ frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, H-1 elimination will not be applicable to the preferential category of bidder like MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.

Note: If a bidder has quoted under privileged category and the Tender Inviting Authority (TIA) has rejected the status of the bidder's privileged category due to non-compliance to tender requirement, then the bidder will not be treated as privileged category bidder and during price bid opening its bid will be treated as non-privileged / preferential category bidder and will be evaluated accordingly.

- (j) System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall.

Section II - Instructions To Bidders (ITB)

- (k) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- (l) Break-up of price: The LI bidder after the reverse auction has to upload the breakup of net Landed Prices online through confirmatory link. The detailed breakup of offered net landed price, uploaded by the bidder shall be considered and order, if placed, shall be with the same breakup of prices. While giving the break up, the bidder will not be allowed to increase the initial quoted rate and quantity of any component. The composite price may be either equal to the price offered in reverse auction or less. The LI bidder after reverse auction will be responsible to ensure that the net landed rate as per the breakup of prices provided by him after the reverse auction and the LI net landed rate offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.
- (m) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the initial price bid shall be considered as the valid price of that bidder. The status of the bidder (LI, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- (n) Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be the same as the tender process without reverse auction.
- (o) The Auction bid history shall reflect only the total bid price.
- (p) Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- (q) Purchase Preference: If any of the short listed bidders are eligible for purchase preference as per Government policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage and they are otherwise eligible. This will also be applicable to MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.
- (r) Conversion Rate: Not Applicable
- (s) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.

Section II - Instructions To Bidders (ITB)

- (t) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published in the portal. All bidders shall have the facility to see and get a print of the same for their record.
- (u) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by the Purchaser will form a binding contract between the Purchaser and the bidder for entering into a contract.
- (v) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- (w) If the lowest price received during reverse auction is found unreasonable or it is unacceptable by Tender Inviting Authority (TIA), the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- (x) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- (y) Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

29. Evaluation and Comparison of the Bids

Evaluation of bids will be made in the following manner: -

A) Evaluation of Indigenous Offer for Equipment in Indian Rupees

- a) The bidder will fill their prices in Indian Rupees and on FOR Destination basis with the break-up for Ex-Works Price of the equipment, Freight and Transit Insurance Charges upto destination, applicable rate of GST on FOR destination price, Erection and commissioning charges and applicable rate of GST on Erection and commissioning charges for an equipment in BOQ - "INR sheet".
- b) The rate of GST entered by the bidder in BOQ - "INR sheet" shall be legally applicable rate of GST at the time of submission of bid.
- c) Landed Price of each equipment shall be arrived at after adding all elements of prices quoted in BOQ-"INR sheet".

Section II - Instructions To Bidders (ITB)

- d) Net Landed Price of each equipment will be arrived at after deducting Input Tax Credit for GST from Landed Price of each equipment.

B) Evaluation of INR Offer for Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 84 months

- a) The bidder shall quote the composite FOR destination prices of all spares and consumables (unit prices multiplied with the quantity of items) in Indian Rupees as under:

(i) For Spares and Consumables for 12 months of warranty period, the bidder shall quote FOR destination price of all spares and consumables (unit prices multiplied with the quantity of items) for an equipment.

(ii) For Spares & Consumables for a period of 84 months, the bidder shall quote combined FOR destination price of all spares and consumables (unit prices multiplied with the quantity of items) for an equipment as under:

1. Composite price of Spares and consumables required for 2nd & 3rd year operation from the date of commissioning of the equipment
2. Composite price of Spares and consumables required for 4th & 5th year of operation from the date of commissioning of the equipment
3. Composite price of Spares and consumables required for 6th to 8th year of operation from the date of commissioning of the equipment

(The break-up of prices and quantities of individual items of spares and consumables as indicated above shall be uploaded in BOQ 2 as per the format as given in [Annexures 5 to 6, as applicable]).

- (iii) Total Landed price of all spares and consumables will be arrived at by adding total GST amount on FOR Destination price of all spares and consumables (unit prices multiplied with the quantity of items) separately for 1st year, for 2nd & 3rd year, for 4th & 5th year and for 6th to 8th year of operation. The total amount of GST shall be mentioned in BOQ template and legally applicable rates of GST for each item of spares & consumables shall be clearly mentioned in BOQ 2.

- (iv) Total Net Landed Price of all spares and consumables for the equipment will be determined after deducting Input Tax Credit on total GST amount as follows: -

Total Net Landed Price = [Net Landed Price for all Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on GST] plus (+) [Net Landed Price for all Spares & Consumables for 2nd & 3rd year of operation from the date of commissioning of the equipment] plus (+) [Net Landed Price for all Spares & Consumables for 4th & 5th year of operation from the date of commissioning of the equipment] plus (+) [Net Landed Price for all Spares & Consumables for 6th to 8th year of operation from the date of commissioning of the equipment] arrived at after deducting Input Tax Credit on GST. Further, Net Present value of Net Landed Price for all spares & consumables will be worked out for evaluation purpose as per NPV rates indicated in the BOQ separately as under:

Section II - Instructions To Bidders (ITB)

- Average annual rate for NPV for 2nd & 3rd year of operation from the date of commissioning of the equipment
- Average annual rate for NPV for 4th & 5th year of operation from the date of commissioning of the equipment
- Average annual rate for NPV for 6th to 8th year of operation from the date of commissioning of the equipment

The contract value shall be arrived at after multiplying the Total Net landed Price (without applying NPV and deducting input tax credit) with quantity offered by the bidder.

C) Evaluation of Composite Offer of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for a period of 84 months

- a) Evaluation will be made based on the prices of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 84 months.
- b) Evaluation will also take into account Net Present Value (NPV) of Spares & Consumables for a period of 84 months, to be supplied after warranty period of 12 months from the date of commissioning of the equipment. The NPV shall be calculated on average annual rate basis. The discounting factors based on average annual rate to work out NPV of Spares and Consumables will be indicated in the BOQ separately as under:
 - Average annual rate for NPV for 2nd & 3rd year of operation from the date of commissioning of the equipment
 - Average annual rate for NPV for 4th & 5th year of operation from the date of commissioning of the equipment
 - Average annual rate for NPV for 6th to 8th year of operation from the date of commissioning of the equipment
- c) The Total Bid Price of each bidder for the equipment will be calculated in the following manner: -

Total Bid Price= Net Landed Price of the equipment **plus** (+) Net Landed Price of Consumable Spares & Consumables for warranty period of 12 months from the date of commissioning of the equipment **plus** (+) NPV of Net Landed Price for all Spares & Consumables for 2nd to 3rd year of operation from the date of commissioning of the equipment] **plus** (+) NPV of Net Landed Price for all Spares & Consumables for 4th to 5th year of operation from the date of commissioning of the equipment] **plus** (+) NPV of Net Landed Price for all Spares & Consumables for 6th to 8th year of operation from the date of commissioning of the equipment.

The Total Net Landed Price will be arrived at after deducting applicable input tax credit as explained in prepages.

Section II - Instructions To Bidders (ITB)

Net Present value of Net Landed Price for all spares & consumables will be worked out for evaluation purpose as per NPV rates explained in prepages.

The contract value shall be arrived at after multiplying the Total Net landed Price (without applying NPV and deducting input tax credit) with quantity offered by the bidder.

- d) The ranking of the techno-commercially acceptable bids shall be made on the basis of the Total Bid Price for the equipment as above and contract will be awarded accordingly for the offered quantity subject to acceptance of the price by the Purchaser.

30. Computational Errors

1. In case of any discrepancy in the total price of all spares & consumables quoted in INR Sheet in BOQ template and summation of individual items quoted in BOQ 2 Folder, the prices in BOQ template and BOQ 2 folder (if not participated in reverse auction) / revised Price Break-Up submitted after participation in reverse auction, shall be considered for evaluation, while award of contract and payment shall be made at lower of the two prices.
2. Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected.

31. Contacting the Purchaser

- 31.1 Subject to ITB Clause-26, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 31.2 Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

E. Award of Contract

32 Notification of Award

- 32.1 The purchaser will notify the successful bidder that its bid has been accepted.
- 32.2 The Notification of Award shall be binding on the bidder until a formal contract is prepared and signed.

33. Signing of Contract

- 33.1 Within 15 (Fifteen) days from the date after the Purchaser notifies the successful Bidder(s) that its bid has been accepted, the Purchaser will send the successful Bidder(s) the draft copy of the agreements to be signed between the Parties.

Section II - Instructions To Bidders (ITB)

33.2 Within Fifteen (15) days of receipt of the draft copy of the agreements, the successful Bidder(s) shall sign the agreement/Contract with the Purchaser.

34. Security Deposit : Not Applicable

35. Banning of business

35.1 The banning of business shall be considered in the following cases:

- (i) If the Directors, Proprietors, Employees, Partners or any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CIL or its Subsidiaries.
- (ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law
 - a). under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings; or
 - b). under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) Violation / transgression of Integrity Pact.
- (iv) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of or found to be indulging in malpractices/ unethical commercial practices such as bribery, corruption, fraud, substitution of tenders, interpolation, etc.
- (v) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of evasion or habitual default in payment of any tax levied by law; etc.
- (vi) Wilful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged documents by the firm or using any other illegal/unfair means.
- (vii) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
- (viii) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/ replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.
- (ix) If the firm repeatedly and/or habitually resorts to revision of price and terms of offer within the validity period of the tender and/or submission of ambiguous and misleading offers, post tender modifications in order to undermine the decision-making process.

Section II - Instructions To Bidders (ITB)

- (x) Failure to pay legitimate dues to CIL/Subsidiary Companies including dues arising out of Risk Purchase and when CIL and/or its Subsidiary Companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
- (xi) Continued and repeated failure to meet contractual obligations.
- (xii) Canvassing and lobbying to get undue favour from the Company.
- (xiii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
- (xiv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.

The period of banning shall be decided based on the gravity of the offence and the quantum of loss suffered by CIL or the Subsidiary Companies. In case of banning under sub-clauses 35.1 (i), (ii) & (iii) above, the banning period shall not be exceeding three years. In case banning under other sub-clauses, banning period shall not exceed two years.

36. Pre-Contract Integrity Pact

The bidders will have to upload along with their offer, the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as [Annexure-14], Sample Forms, Sec-VII, failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with name and designation of the signatory and witnesses at the last page of the Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person.

Name of the Independent External Monitor(s) (IEMs) for this tender are as follows:

- (i) Shri Sudhir Kumar, Mail-id:-stomar@gmail.com
Mobile No. 09871054454
- (ii) Shri Anil Kaushal, Mail- id: kaushal.anil17@gmail.com
Mobile No. 8800028118/ 9868128118

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs).

37. Purchase Preference under ‘Make in India’ Policy

Under ‘Make in India’ policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020) of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry.

37.1 In terms of the above said policy, purchase preference shall be given to ‘Class-I Local Supplier’ in the following manner::

- i Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is ‘Class-I Local Supplier’, the contract for full quantity will be awarded to L-1.

Section II - Instructions To Bidders (ITB)

- ii If L-1 bid is not from a 'Class-I Local Supplier', 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the 'Class-I Local Supplier' will be invited to match the L-1 price for the remaining 50% quantity subject to the Class-I Local Supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price. In case such lowest eligible 'Class-I Local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I Local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I Local Suppliers, than such balance quantity may also be ordered on the L-1 bidder.
- iii 'Class-II Local Supplier' will not get purchase preference.

Note: The "order quantity" under Clause-37.1 (ii) refers to the quantity mentioned in tender.

37.2 The definitions of 'Class-I Local Supplier', 'Class-II Local Supplier', 'Non-Local Supplier', 'Local Content' and 'Margin of Purchase Preference' are as follows:-

- a. 'Class-I Local Supplier' means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.
- b. 'Class-II Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has 20% or more local content but less than 50%.
- c. Non - Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has local content less than 20%.
- d. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- e. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

37.3 Verification of local content :

- a. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The certificate shall also indicate details of the location(s) at which the local value addition is made.

Section II - Instructions To Bidders (ITB)

- b. Nodal Ministry /CIL may constitute committees with internal and external experts for independent verification of self-declarations / auditor's / accountant's certificates on random basis and in the case of complaints.
- c. Nodal Ministry / CIL may prescribe fees for such complaints.
- d. False declarations will attract banning of business of the bidder or its successor(s) for a period upto two years in line with clause 40.3 of ITB, along with such other actions as may be permissible under law.
- e. A supplier who has been debarred by any procuring entity for violation of above Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

37.4 Reciprocity clause [Clause 10 (d) of PPP-MII Order 2017] :

- a) When a Nodal Ministry / Department identifies that Indian suppliers of an item are not allowed to participate and / or to compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of banning Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to procuring entity under their administrative control for appropriate reciprocal action.
- b) Entities of countries which have been identified by the Nodal ministry / department as not allowing Indian Companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that Nodal Ministry / department except for the list of items published by the Ministry / Department permitting their participation.
- c) The term "entity" of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.
- d) Further, vide OM No. P-45021/52/2019-PP(BE-II) dated 13.03.2020 of the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, GOI, the following has been communicated with regard to Clause-10(d) of PPP-MII Order 2017:
 - i. It is clarified that if a country does not procure globally particular sector, Indian manufacturers are being excluded in that particular country and the reciprocity clause as per clause 10(d) of PPP-MII Order 2017 may be invoked.
 - ii. Clause-10(d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence on restrictive conditions such as registration in the procuring country / execution of projects of specific value in the procuring country etc.

Section II - Instructions To Bidders (ITB)

Note: The bidder who claim Purchase Preference under 'Make in India' Policy shall fulfill all requirements of tender document applicable to Indigenous Manufacturer.

38. Purchase Preference to Micro & Small Enterprises (MSEs)

- a. Minimum 25% of the tender quantity will be procured from MSEs in case they are participating in the tender, provided their quoted price is up to 115% of price of the L1 eligible bidder and they agree to match the L-1 price.
- b. Further, out of this 25%, sub-targets of 4% may be procured from MSEs owned by the SC/ST entrepreneurs and 3% from women owned MSEs.
- c. Classification of Micro and Small Enterprise is as under:
 - i) Micro Enterprise -Enterprise where the investment in plant and machinery does not exceed Rupees one crore and turnover does not exceed five crore rupees;
 - ii) Small Enterprise- Enterprise where the investment in plant and machinery does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.
- d. MSEs shall submit Self-Attested copy of Udyam Registration Certificate issued by Ministry of MSME. In case of non-availability of Udyam Certificate, Self-Attested copy of any of the following documents issued prior to 30.06.2020 (these documents shall be considered only till 31.03.2021 or the date, as extended by GOI; after which only Udyam Registration Certificate will be considered for MSEs):-

Registration certificate (irrespective of the stores for which they are registered) issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or Udyog Aadhaar Memorandum issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM- Part II) signed by DIC.

It is necessary for MSEs to upload self-attested copy of any of the above documents in the folder "Commercial Docs", failing which such bidders will not get the benefits as per Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

The benefits to MSEs under Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 shall be restricted to the unit(s) /plant(s) which are appearing in the registration certificate issued by the above mentioned registering authority. For other units/ plants, no benefits under the above policy shall be given. Further, the bidder will submit an undertaking in the "Commercial Docs" that it will supply the offered items to CIL from the unit/ plant for which it will avail benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

Section II - Instructions To Bidders (ITB)

- e. The MSEs owned by SC/ST are classified as under:
 - i) In case of proprietary MSE, proprietor(s) shall be SC/ST
 - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
 - iii) In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
 - iv) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- f. In case MSE is an enterprise wholly owned by Scheduled Caste (SC) or Scheduled Tribe (ST), then SC or ST will have to submit a copy of necessary caste certificate issued by State Authority as per Law, duly notarized by Public Notary, in the folder “Commercial Docs”.

39. Relaxation for MSEs and Startups

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

- a) The prior experience and turnover criteria are not applicable for Startups & MSEs and no documents regarding provenness will be required to be submitted by these categories of bidders if they submit documents/ certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc.
- b) However, if these bidders have submitted documents to prove the Startup/MSE status for the tendered item but have not submitted documents/certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., if needed, CIL may assess the techno-commercial capability of these bidders to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, these bidders have to submit the details of plant & machinery, quality control arrangements, etc., in a ‘Proforma for Equipment and Quality Control’ (as per Annexure-17) provided in tender document along with their offer for verification of their technical capability for which if required, a techno-commercial team of CIL may visit the manufacturing unit of the bidder.
- c) In case there is deficiency in technical capability of the firm, the same will be communicated to them for improvement in the quality of their product for future tenders

Section II - Instructions To Bidders (ITB)

alongwith the observation that their offer cannot be considered for relaxation against the tender in question.

- d) If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports is not more than one year from the date of opening of tender.
- e) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover:
 - A Valid BIS Marking License for the quoted items
OR
 - Rate contract issued by CIL/ its subsidiary for the quoted items
OR
 - A Valid DGMS Approval certificate for the quoted items
OR
 - Proven Ancillary certificate issued by Subsidiary Companies for the quoted items

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

40. Code of Integrity for Public Procurement (CIPP):

40.1 CIL, its subsidiaries as well as bidders, contractors, suppliers and consultants under contract with CIL or its subsidiaries shall observe the highest standard of ethics during the procurement and/or execution of such contracts.

In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

- (i). "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii). "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- (iii). "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without

Section II - Instructions To Bidders (ITB)

the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- (iv). "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v). "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi). "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

40.2 Procuring authorities, as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Any bidder must declare any previous transgressions of such a code of integrity with any entity, in any country, during the last three years, or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

40.3 **Punitive Provisions:** A particular violation of code of integrity may span more than one of the above mentioned unethical practices. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) if his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.

Section II - Instructions To Bidders (ITB)

- ii) if a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate. The due amount may be recovered from the bills of the supplier against any existing/future contract(s) with CIL and/or any of its subsidiaries.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under the signature of a General Manager level officer, with the Competition Commission of India; and
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

40.4 Furthermore, Bidders shall be aware of the provision stated in GCC Clause-24.1 of the General Conditions of Contract.

41. Conflict of Interest among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have controlling partner (s) in common; or
- (b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (c) they have the same legal representative/agent for purposes of this bid; or
- (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (e) bidder participates in more than one Bid in the bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- (f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.

Section II - Instructions To Bidders (ITB)

- (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - (h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.
- 42.** As per OM no. P-45021/52/2019-PP(BE-II) dated 13.02.2020 issued Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GoI the following is applicable :-
- a. If a country does not procure globally particular sector, Indian manufacturers are being excluded in that particular country and the reciprocity clause as per clause 10(d) of PPP-MII Order 2017 may be invoked.
 - b. Clause 10(d) of the PPP-MII Order 2017 may be invoked when restrictive practices are employed which have a direct or indirect effect of barring Indian companies from participating in Public Procurement of any country. These include not allowing participation of foreign companies in general and Indian companies in specific in Public Procurement; insistence on restrictive conditions such as registration in the procuring country/ execution of projects of specific value in the procuring country etc.
 - c. The clause 10(d) of the PPP-MII Order 2017 will be invoked wherever applicable. In case of the reciprocity clause under clause 10(d) of the PPP-MII Order 2017, single bids can be accepted. In order to control tender pricing, bench marking of prices may be done.
- 43.** Special provisions regarding eligibility of bidders from the countries sharing land border with India (these are as per extant guidelines vide Order (Public Procurement No. 1) no. F/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 2) no. F/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, GoI; in case of any change prior to one month from the tender opening date, the same will be applicable):
- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority i.e. Registration Committee constituted by DPIIT, Ministry of Commerce and Industry, GoI.
 - ii. “Bidder” (including the term ‘tender’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

Section II - Instructions To Bidders (ITB)

- iii. “Bidder from a country which shares a land border with India” for the purpose of the above Order means: -
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporates, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such a country; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who explanation-
 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appointment majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one more juridical person, has ownership of or entitlement to more than fifteen percent of property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

Section II - Instructions To Bidders (ITB)

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealing with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- vii. The bidders from such countries are required to submit the following certificates in the LoB :
 - a) **Certificate for Tenders**
“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is attached, if applicable]”
 - b) **Certificate for Tenders involving possibility of sub-contracting / assignment**
“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting / assignment to contractors from such countries; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract/assign any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is be attached, if applicable]”
- viii. The above provisions will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Uploaded lists of countries to which lines of credit have been extended or in which development projects are undertaken, are available on the website of the Ministry of External Affairs.

Section III – General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) “The Services” means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) “GCC” means the General Conditions of Contract contained in this section;
- f) “SCC” means the Special Conditions of Contract;
- g) “The Purchaser” means the organization purchasing goods and services, i.e., Coal India Limited;
- h) “The Purchaser’s country” is India;
- i) “Supplier/Contractor” means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees;
- j) “CIL” means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;-
- k) “Year” means the Calendar Year or Financial Year or a period of 12 months, depending on the context.
- l) “Chairman” means the Chairman of Coal India Limited.
- m) “Chairman-cum-Managing Director” means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) “Drawing” means the drawing and plans specified in or annexed to the schedule or specifications.

Section III - General Conditions of Contract (GCC)

- o) “Inspector” means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) “Progress Officer” means any person nominated by or on behalf of the Purchaser to visit supplier’s works to ascertain position of deliveries of Goods ordered.
- q) “Materials” shall mean anything used in the manufacture or fabrication of the stores.
- r) “Stores” means the goods specified in the Supply Order or schedule which the contractor has agreed to supply under contract.
- s) “Test” means such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) “Site” mean the place or places named in the “Supply Order” or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.
- x) “Writing” shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) “Unit” and “Quantity” means the unit and quantity specified in the schedule.
- z) “Purchase Order” or “Supply Order” or “Order” means an order for supply of stores and includes an order for performance. The terms “Supply Order”, “Purchase Order” and “Order” are interchangeable.
- aa) “Particulars” shall mean the following:
 - i) Specifications;
 - ii) Drawing;
 - iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v) Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi) Proprietary make denoting the product of an individual manufacturer;
 - vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

Section III - General Conditions of Contract (GCC)

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

6. Security Deposit

The successful tenderers will have to submit security deposit as detailed in SCC, clause-1.

7. Performance Bank Guarantee

The successful bidders will have to furnish Performance Bank Guarantee as detailed in SCC, clause-2.

8. Inspections and Tests

8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify

Section III - General Conditions of Contract (GCC)

what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.

- 8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- 8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

Section III - General Conditions of Contract (GCC)

9. Packing and Marking

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.
- 9.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' 'Handle with care'.
- 9.4 The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.
- 9.5 Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:
- i. Project;
 - ii. Contract No;
 - iii. Country of origin of Goods;
 - iv. Supplier's name;
 - v. Packing list ref. Number;
 - vi. The gross weight, net weight and cubic measurement;
 - vii. Consignee Name and Address;
- 9.6 A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

- 10.1 The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.
- 10.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

Section III - General Conditions of Contract (GCC)

- 10.3 For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CFR”, “CIF”, “CIP” and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of *Incoterms* on the date of tender opening, published by the International Chamber of Commerce, Paris.
- 10.4 The details of shipping documents to be furnished by the Supplier are specified below:

(a) For Imported Goods:

Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by fax and email, full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:

- i) Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
- ii) Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii) Packing list identifying contents of each package;
- iv) Manufacturer's/Supplier's warranty /guarantee certificate;
- v) Manufacturer's Test & Inspection certificate;
- vi) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
- vii) Documentary evidence of marine freight & marine insurance

The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

(b) For Domestic Goods from within India:

Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and deliver by express courier service the following documents to the Purchaser with a copy to the Ultimate Consignee:

- i) Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii) Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii) Manufacturer's/Supplier's warranty / guarantee certificate;
- iv) Manufacturer's Test & Inspection certificate;

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

Section III - General Conditions of Contract (GCC)

11. Insurance

- 11.1 Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.
- 11.2 Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/ FOB/ CFR basis, marine/air insurance shall be the responsibility of the purchaser.
- 11.3 In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.
- 11.4 Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.
- 11.5 Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

12. Transportation

- 12.1 In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.
- 12.2 In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser’s country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.
- 12.3 In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser’s country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.
- 12.4 In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Transportation of goods is to be done through registered common carriers only.

Section III - General Conditions of Contract (GCC)

13. Incidental Services

As mentioned in SCC Clause 5

14. Spare Parts

As mentioned in SCC Clause 12

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- 15.2 This warranty for equipment shall remain valid for 12 months from the date of Commissioning of the equipment, unless specified otherwise in the SCC. The warranty for spares and consumables shall be 12 months from the date of their fitment unless specified otherwise in the SCC. However, in case of those spares and consumables whose life is less than 12 months the warranty will be limited to their respective life.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 The Supplier shall, within the period specified in SCC, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made by the Purchaser within 21 days after submission of an invoice or claim along with the requisite documents, by the supplier.

Section III - General Conditions of Contract (GCC)

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid and accepted by the Purchaser.

17. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

18. Changes in Order

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) the method of shipment or packing;
- c) the place of delivery; and/or
- d) the place of Services to be provided by the Supplier.

19. Contract Amendments

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment issued against the Contract.

20. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. However, the consent of the Purchaser shall not relieve the supplier from any obligation, duty or responsibility under the contract.

21. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded by them to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the supplier will be solely responsible for all obligations under the contract.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an amendment to the Contract/ Purchase Order.

Section III - General Conditions of Contract (GCC)

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1. In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause-(a) above.
- (e) To forfeit the security deposit fully or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the balance amount. The supplier shall not be entitled to any gain on any such purchase.

23.2. For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

24. Termination for Default and breach of contract

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

Section III - General Conditions of Contract (GCC)

- (b) if the Supplier fails to perform any other obligations(s) under the Contract within time period(s) specified in the contract or any extension thereof granted by the purchaser; or
- (c) if the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

25.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

25.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

Section III - General Conditions of Contract (GCC)

- 25.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 25.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation the purchaser is to take up with the supplier on similar lines as above for further necessary action.
- 25.7 The contract shall be governed by the following Force Majeure Clause:

“If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.”

26. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

Section III - General Conditions of Contract (GCC)

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Governing Language

The Contract shall be written in the English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

29. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Republic of India, unless otherwise specified in the bid document.

30. Notices

30.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the address of the Purchaser and the Supplier :

General Manager (MM)-HOD,
Coal India Limited, Coal Bhawan, MM Department, 1st Floor,
Premises No. 04, Action Area 1A, New Town, Rajarhat,
Kolkata -700156, India
Fax: +91 33 2324 4115 Phone: +91 33 2324 4127
Email address: gmmm.cil@coalindia.in

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30.3 In case of change in address, the Supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

31. Taxes and Duties

31.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in as per the relevant clause of NIT.

Section III - General Conditions of Contract (GCC)

31.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

32. Limitation of Liabilities

Except in cases of criminal negligence or willful misconduct.

32.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/ or from any other remote cause whatsoever.

32.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the Goods & Services hereunder which caused such losses, claims, damages, costs or expenses.

32.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

33. Provisions of CIL's Purchase Manual

The provisions of CIL Purchase Manual 2020 and its subsequent amendments, if any, (Available on CIL website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

34. Settlement of commercial disputes in case of contracts with Public Sector Enterprises /Govt. Deptt.(s)

34.1 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 Industries and Public Enterprises, Govt. of India.

34.2 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the 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 dated 22.05.2018.”

Section III - General Conditions of Contract (GCC)

35. Applicability of GST on Penalties

In case of imposition of any penalty GST will be charged extra on the amount of penalty.

36. Progress Reports

- 36.1 The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.
- 36.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

37. Jurisdiction of Courts

- 37.1 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tender or supply order has been issued.
- 37.2 The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

Special Conditions of Contract (SCC)

Section IV - Special Conditions of Contract (SCC)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions contained herein shall prevail over those in the General Conditions of Contract. The corresponding Clause number of the General Conditions is indicated in parentheses.

1. Security Deposit (GCC clause –6)

Clause 6 of GCC stands deleted.

2. Performance Bank Guarantee (PBG) (GCC Clause 7)

2.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 100% value of the total landed value of the contract including all taxes, duties and other costs and charges. The PBG will be required to be submitted to Paying Authority of concerned subsidiaries.

In case of FOR destination contract in Indian Rupees, the total landed value of the contract will be arrived at after adding GST and any other tax and duty, if applicable and any other cost and charge, if applicable, to the FOR Destination price of the ordered Equipment, Consumable Spares & Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 84 months.

2.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the format attached as [Annexure-13], Sample Forms, Section-VII on a non-judicial stamp paper.

2.3 The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed.

2.4 The Performance Bank Guarantee(s) may be submitted equipment wise to the concerned subsidiary where the equipment will be supplied. For this purpose, the value of each equipment shall be as worked out by dividing the total value of contract, worked out as per provisions contained in clauses 2.1 above, by the number of equipment ordered.

2.5 The PBG issued by Issuing bank on behalf of the bidder in favour of “concerned subsidiary where the equipment will be supplied” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. The details of beneficiary Bank for issue of BG through SFMS Platform will be provided by the concerned subsidiary.

Original copy of the PBG issued by the Issuing Bank shall be sent by the issuing bank to concerned subsidiary.

2.6 The PBG shall be submitted, at the time of submission of invoice for a period of 33 months before any payment is released for equipment and spares and consumables.

2.7 The PBG (s) for 100% value shall remain valid till 3 months after the completion of 36 months trial period from the date of commissioning of all the equipment covered in the contract.

Section IV - Special Conditions of Contract (SCC)

- 2.8 The release of the PBG (s) for 100% value shall be subject to satisfactory performance of the equipment during 36 months trial period from the date of commissioning of the equipment and fulfillment of all contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken.

Performance report(s) for the 36 months trial period shall be issued by the Head of concerned Technical Department of CIL after obtaining approval of competent authority at CIL, on receipt of the performance report(s) issued by the Head of concerned Technical Department of the subsidiary Company, duly approved by their competent authority.

Release of 100% PBG is also subject to submission of 10% PBG as detailed below.

- 2.9 If the equipment is found to perform satisfactorily during 36 months trial period and fulfilling the contractual obligations as per the contract, 100% Bank Guarantee shall be released on receipt of Bank Guarantee(s) of 10% amount which shall be kept valid till 3 months after completion of five years beyond initial 36 months trial period after the date of commissioning and will be released after satisfactory performance of the equipment and fulfillment of all contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. Release of PBG for 10% value for each equipment may be done separately on satisfactory performance of the respective equipment as above.

Performance report(s) for this 60 months remaining period shall be issued by the Head of concerned Technical Department of the subsidiary Company, duly approved by their competent authority.

3. Inspection and Test (GCC Clause 8)

- 3.1 Pursuant to Clause 8.1 of the GCC, details of specific inspections and/or tests to be carried out at the Supplier's works and/or at the Site(s) are given in Section VI, Technical Specifications.

- 3.2 Modify Clause 8.3 of the GCC to read as follows:

Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within sixty (60) days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within sixty (60) days period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

Section IV - Special Conditions of Contract (SCC)

3.3 Add as Clause 8.6 to the GCC the following:

The Purchaser or its nominated representative shall have the right to conduct inspections or tests as set out in this Clause at any reasonable time. The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, other than the one recommended by the Supplier, to conduct inspections and tests pursuant to the Contract.

4. Delivery and Documents (GCC Clause 10)

Clause 10.4(a) of GCC stands deleted.

5. Incidental Services (GCC Clause 13)

5.1 The following Services, pursuant to Clause-13 of the GCC, shall be provided by the Supplier:

(a) Erection, Testing and Commissioning

Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI).

The supplier shall be responsible for the erection and commissioning within 120 days from the date of receipt of the equipment at site.

The purchaser will provide necessary cranes, electricity and fuel, if required, for erection, testing and commissioning of the equipment. All other erection tools & tackles including manpower will be arranged by the supplier. Any substantial delay in providing cranes from purchaser side will be recorded jointly for calculation purpose of erection & commissioning time.

(b) Tools

Furnishing of tools required for assembly and maintenance of the supplied Goods as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI). A complete list as per clause-A.2 of Technical Specifications (section-VI) is to be furnished by the supplier.

(c) Manuals

Furnishing of detailed operating, repair, maintenance and spare parts manuals as detailed in the Technical Specifications (Section-VI).

(d) Training

Training of the Purchaser's personnel as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI). The cost of such Services shall be included in the Contract Price.

Section IV - Special Conditions of Contract (SCC)

The Supplier shall be responsible for arranging and the cost of all necessary tickets, visas, permits, foreign exchange and any other matter or facility for visits of the Supplier's personnel for the purposes of Erection, Testing and Commissioning the Equipment and/or Training of the Purchaser's personnel - the Purchaser shall have no responsibility in this regard except in respect of issuance of letters supporting visa applications as may reasonably be requested by the Supplier. The Supplier shall be responsible for paying taxes, if any, including personal income tax and surcharge on income tax, for which it or its personnel may become liable.

6. Warranty (GCC Clause 15)

6.1 Substitute Clause 15.4 of the GCC by the following:

The purchaser shall promptly notify supplier in writing of any claims arising under this warranty. The Supplier shall, within sixty (60) days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

6.2 Substitute Clause 15.5 of the GCC by the following:

If the Supplier, having been notified, fails to remedy the defect(s) within sixty (60) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7 Payment (GCC Clause 16)

7.1 Payment shall be made in the currency or currencies specified in the contract in the following manner:

7.2.1 For Payment of equipment and spares and consumables for 96 months in Indian Rupees:

A) Equipment and 1st year consumable spares and consumables:

Supplier will raise GST Invoice for equipment and 1st year consumable spares and spares one week prior to completion of 6 months from the date of commissioning of the equipment to concerned project. On receipt of GST Invoice, payment shall be made just one week prior to 180 days from the date of invoice for 100% landed value of the invoice raised comprising the equipment value, freight, transit insurance and GST for equipment as well as invoice for 1st year consumable spares and spares including additional tyres against submission of Performance Bank Guarantee for 100% landed value of the contract value of the particular equipment valid for a period of 39 months from the date of commissioning of the equipment and upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period.

Section IV - Special Conditions of Contract (SCC)

In order to comply with the above, if need be, the concerned Subsidiary of CIL will provide suitable space near to the place of deployment of the supplier's equipment as "additional place of business" to the concerned Regional/ Local Office of the supplier, which will remain with the Regional/ Local Office of the supplier till the GST Invoice is raised by them. For this purpose, the Concerned CIL Subsidiary shall issue 'No Objection Certificate' (NOC) to the supplier for using their premises nearer to the place of deployment of the equipment. Such place will be declared by the supplier as additional place of business, by amending the GST registration with filing of NOC in GSTN. The concerned CIL Subsidiary may decide to charge rent from the supplier as per prevalent practice. On successful commissioning of the equipment, the supplier will hand it over to the concerned CIL Subsidiary on 'Sale on approval basis' with Delivery Challan. Further, suitable modalities for despatch etc. may be worked out to facilitate compliance of GST provisions while complying with the above payment terms.

Freight and Transit Insurance charges shall be paid at actuals subject to ceiling of the quoted amount.

B) Spares and Consumables:

100% payment for guaranteed spares and consumables to be supplied during 2nd, 3rd, 4th, 5th, 6th, 7th and 8th year shall be made within 21 days after receipt and acceptance of the same during the respective year after confirmation of receipt of DRR in respect of spares and consumables for the respective year and after receipt of acceptance of applicable PBG.

Freight and Transit Insurance charges shall be paid at actuals subject to ceiling of the quoted amount.

7.2.2 Submission of Documents for Payment in Indian Rupees for equipment

For payment for equipment in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Manufacturer's Test & Inspection Certificate.
- d. Manufacturer's Warranty /Guarantee Certificate.
- e. Lowest Price Certificate as per SCC clause - 8.2.
- f. Copy of Performance Bank Guarantee as per Clause - 2, SCC, Sec-IV.
- g. Documentary evidence for freight and transit insurance charges up to the destination.
- h. Copy of Certificate of Insurance.
- i. Any other document(s) required as per contract.

7.2.3 Submission of Documents for Payment in Indian Rupees for spares and consumables

For payment for Spares and consumables in Indian Rupees, the supplier will submit the

Section IV - Special Conditions of Contract (SCC)

following documents along with bills to the paying authority:

- a. Four copies of the Supplier's invoice, Pre-Received and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Lowest Price Certificate as per SCC clause - 8.2.
- d. Copy of applicable Performance Bank Guarantee as per Clause –2, SCC, Sec-IV.
- e. Any other document(s) required as per contract.

7.4. Payment for Indian Agency Commission

The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the manufacturer.

The following documents shall be submitted by the bidder in case of contract with principals involving Indian agents:

- i) 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 Principal and the Agent and their mutual interest
- ii) Copy of the agency agreement with the principal stating the precise relationship between them and their mutual interest in the business.

Agency commission, if any, shall be paid in equivalent Indian Rupees, after installation and commissioning of the equipment and for consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment, within twenty-one days of submission of bills along with following documents:

- (A) Copy of principal's invoice.
- (B) Commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of the subsidiary company, where the equipment has been deployed.

Paying Authority shall obtain confirmation of receipt and acceptance of the consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment from the consignee before release of Indian Agency Commission.

Agency Commission, if any, for spares and consumables for 2nd, 3rd, 4th, 5th, 6th, 7th & 8th years of operation from the date of commissioning of the equipment shall be paid in equivalent Indian Rupees on receipt and acceptance of the same at consignee's end. Paying Authority shall obtain confirmation of receipt and acceptance of the same from the consignee before release of Indian Agency Commission. The payment shall be made within twenty-one days of submission of bills along with following documents:

- (A) Copy of principal's invoice.

Section IV - Special Conditions of Contract (SCC)

7.5. In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL / Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

7.6. Paying Authority

The Paying Authority shall be General Manager (Finance) of the concerned subsidiary company Headquarter.

8 Prices (GCC Clause 17)

8.1 Prices stated in the contract shall remain firm and fixed throughout the period of the Contract.

8.2 Lowest Price Certificate

The Tenderer should submit a certificate along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to other Govt. Depts./ Undertakings including other Subsidiaries of CIL/ Private Organisations for equipment of same specifications.

8.3 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.

Note :

- i) The currency of contract will mean the period till completion of supply.
- ii) 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

Section IV - Special Conditions of Contract (SCC)

Subsidiaries or other PSU or any other private organization during the currency of the contract.

- iii) 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.

9. Banned or De-listed or Debarred or 'Put on Holiday' suppliers

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

The declaration format is built in the Letter of Bid (LOB) which shall be filled in by the bidder suitably. In case India Agent or Indian Office or Indian Subsidiary of a Foreign Manufacturer / Indian Subsidiary of an Indian Manufacturer is quoting against the tender, the equipment manufacturer will also give a declaration towards 'Banned or De- listed or debarred or Put on Holiday suppliers' in the Manufacturer's Authorisation Form, Annexure-4, Sec-VII, Sample Forms.

10. Distribution of Order

CIL shall place order on a particular bidder for 1 No. of tendered equipment only. In case the quantity of tendered equipment is more than 1 No., CIL shall place order for 1 No. of tendered equipment first on L-1 (Lowest) tenderer and thereafter for the balance quantity on the next higher tenderer in sequence (i.e., L-2, L-3, L-4.....) for 1 No. equipment each, depending on the total quantity of the tender and subject to matching the landed price of the L-1 bidder by the higher tenderer.

This will also be subject to Purchase Preference to certain categories of bidders falling under 'Make in India' policy and MSEs as detailed under clause 37 and 38 of ITB.

11. Purchaser's Right to Vary Quantities

Not Applicable.

12. Spare Parts (GCC Clause 14)

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts;
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and

Section IV - Special Conditions of Contract (SCC)

- ii. following such termination, furnishing at no cost to the Purchaser, the manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere
- c) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and fast moving spares. The provision of Spare Parts by the Supplier to the Purchaser shall be governed by Part C.6 of Section VI (Technical Specifications).

13. Performance Period for Trial & Minimum Annual availability

The performance period for trial will be three years from the date of commissioning with annual 85% availability of each machine under the contract. The equipment will be treated as proven only when the full contracted quantity of equipment covers the performance period satisfactorily with stipulated minimum availability.

The Minimum Annual Guaranteed Availability for 4th to 5th Year and 6th to 8th Year shall be as per Part C.7 of Section VI (Technical Specifications).

14. Issue of Performance Report after completion of Trial Period

After completion of trial period of the contracted quantity, Head of Excavation/Equipment Department at CIL will issue a performance report with the approval of competent authority at CIL. This performance report will be based upon the consolidated annual performance report indicating the actual percentage availability during the trial period for the contracted quantity against the stipulated percentage availability of trial order, along with the maintenance and operating cost incurred during the trial period for the contracted quantity as received from the Head of concerned Excavation Department of the subsidiary company & duly approved by their competent authority.

15. Insurance (GCC Clause 11)

Clause 11.2 & 11.4 of GCC stands deleted.

16. Transportation (GCC Clause 12)

Clause 12.1, 12.2 & 12.3 of GCC stands deleted.

17. Liquidated Damages (GCC Clause 23)

Clause 23 of GCC stands deleted.

18. Taxes and Duties (GCC Clause 31)

Clause 31.1 of GCC stands deleted.

Section V - Schedule of Requirements

Section V - Schedule of Requirements

Schedule of Requirements

Part I

Sl. No.	Brief Description of Goods & Services	Quantity	Expected Delivery schedule at Site
1	20CuM Electric Rope Shovel as per design criteria given in Technical Specification (Section – VI, part- D, Clause-3)	01(one) no	To be delivered within 12 months from the date of signing of contract. <u>Project wise allocation:</u> (i) Nigahi, NCL - 01 no.
2	Ancillary Equipment and other requirements for each of Item 1 as specified in Technical Specifications, Section-VI.	In accordance with item 1	Delivery to be made along with the
3	Provision of spare parts; - Operational, maintenance and Standby/Contingency spare parts, consumable items, wear materials, maintenance tools, special tools in accordance with Part C.6 of the Technical Specification, Section-VI.	36 months' supply (Trial period)	To comply with the terms of part C.6 of Technical Specifications, Section VI and in consideration of Items 1 and 2 above. The delivery of spare parts and consumables should be made as follows: a) Consumable spares and consumables required for first 12 months of warranty period from the date of commissioning of the equipment – along with the equipment. b) Combined Spares and consumables required for 2 nd & 3 rd year of operation from the date of commissioning of the equipment – To be supplied in 4(four) lots within this period of operation .
<u>If the equipment declared proven after successful performance of 3 years from date of commissioning, the delivery schedule of spares & consumables for 4th year onwards shall be as follows:</u>			
4	Provision of spare parts; - Operational, maintenance and Standby/Contingency spare parts, consumable items, wear materials, maintenance tools, special tools in accordance with Part C.6 of the Technical Specification, Section-VI.	60 months' supply (after trial period)	c) Combined Spares and consumables required for 4th & 5th year of operation from the date of commissioning of the equipment - To be supplied in 4(four) lots within this period of operation. d) Combined Spares and consumables required for 6th to 8th year of operation from the date of commissioning of the equipment - To be supplied in 6(six) lots within this period of operation.

Section V - Schedule of Requirements

The quantities of equipment allocated to the mine projects are as follows:

Sl. No.	Name of Project	Company	Consignee Address	Total Requirement
1	Nigahi	NCL		01
	TOTAL			01

Delivery Terms:

A) **In case of Indigenous Order:** On FOR Destination basis.

Delivery Schedule: Delivery schedule as indicated above, shall reckon from the date of Signing of Contract.

Final Place of Destination / FOR Destination / Ultimate Consignee

The Project indicated above are the Final Place of Destination/ FOR Destination for the purpose of delivery. The consignee mentioned therein is the ultimate consignee.

Schedule of Requirements of Services

Part II

Sl. No.	Brief Description of Services	Period/Quantum
1	Training of Purchaser's Personnel at Project Site and Manufacturer's Training Facility available in India	Please refer to Schedule of Requirements of Services later in this Section and to the Technical Specifications (Section VI).
2	Assembly and erection of equipment at Site in accordance with the Technical Specification and Conditions of Contract.	To be specified by the Bidder to comply with the Technical Specifications (Section VI) and the terms and Conditions of Contract.

The Supplier's scope of the Contract will include the following

- I. Type test on each equipment included in the technical specification and offered in the bid.
- II. Providing Services of Supplier's qualified engineer(s)/personnel for:
 - A. unloading, transportation to site, storage at site and/or
 - B. transportation from storage to erection site, installation, testing and commissioning.
- III. Training of Purchaser's Personnel:

The Purchaser's estimates of the minimum training requirements within warranty period, (in terms of Purchaser's personnel, periods and locations) are given in the following table.

Section V - Schedule of Requirements

FOR NIGAHL, NCL

<i>Type of Personnel</i>	<i>At Manufacturer's training facilities available in India</i>					<i>At Site</i>				
	<i>No</i>	<i>Period</i>		<i>Total</i>		<i>No</i>	<i>Period</i>		<i>Total</i>	
<i>Mech Engineer</i>	<i>01</i>	<i>01</i>	<i>week</i>	<i>01</i>	<i>week</i>	<i>01</i>	<i>1</i>	<i>Week</i>	<i>01</i>	<i>Week</i>
<i>Elec Engineer</i>	<i>01</i>	<i>01</i>	<i>week</i>	<i>01</i>	<i>week</i>	<i>01</i>	<i>1</i>	<i>Week</i>	<i>01</i>	<i>Week</i>
<i>Mech Supervisor</i>	<i>02</i>	<i>01</i>	<i>week</i>	<i>02</i>	<i>week</i>	<i>01</i>	<i>1</i>	<i>Week</i>	<i>01</i>	<i>Week</i>
<i>Elec Supervisor</i>	<i>02</i>	<i>01</i>	<i>week</i>	<i>02</i>	<i>week</i>	<i>01</i>	<i>1</i>	<i>Week</i>	<i>01</i>	<i>Week</i>
<i>Mech Fitter</i>						<i>02</i>	<i>1</i>	<i>Week</i>	<i>02</i>	<i>Week</i>
<i>Electrician</i>						<i>02</i>	<i>1</i>	<i>Week</i>	<i>02</i>	<i>Week</i>
<i>Operator</i>						<i>03</i>	<i>1</i>	<i>Week</i>	<i>03</i>	<i>Week</i>
<i>Total</i>	<i>06</i>			<i>06</i>	<i>week</i>	<i>11</i>			<i>11</i>	<i>weeks</i>

Definitions:

Mechanical/Electrical Engineer:	Graduate Engineer having basic knowledge of the equipment.
Electrical/Mechanical Supervisor:	Diploma Holder Engineer having basic knowledge of the equipment
Mechanical Fitters/Electricians/Operators:	Un-skilled, semi-skilled and skilled

Note:- *The training shall be completed in batches within warranty period from the date of commissioning of the equipment .*

Technical Specifications

Technical Specifications

Preface - Instructions to Bidders

Introduction

These Technical Specifications identify the technical requirements of the Goods and Services which are the subject of this tender.

The Technical Specifications are presented in four parts as follows:

- A. Scope of Supply
- B. Specific Project Requirements
- C. General Requirements
 - 1) Geography and Climatic Conditions
 - 2) Goods (Equipment and Machinery)
 - 3) Services
 - 4) Standards
 - 5) Supplier's Responsibility
 - 6) Spare Parts Provisions
 - 7) Availability Provisions
 - 8) Deemed Breakdown
 - 9) Composite Warranty / Guarantee
 - 10) Quality Assurance
- D. Equipment Specifications

Technical Response

Bidders shall provide a Clause by Clause commentary demonstrating compliance with the Purchaser's Technical Specifications, together with full supporting technical literature and data sheets.

Wherever graphical representation of data (e.g. load, power, performance curve) is required, the grid axis and data shall be properly and clearly labeled for ready comprehension.

Additionally, Bidders shall provide the information specifically requested in the Attachment to the Technical Specifications.

Failure to demonstrate compliance in all respects with the requirements of the Technical Specifications may render the bid non-responsive.

Failure to provide any information requested in any part of this specification may deem the bid non-responsive.

Site Visits

The Bidder prior to making any Bid calculation and as part of the preparation of its Bid, shall be deemed to have visited and inspected the Site(s), made all enquiries and collected all

Section VI - Technical Specifications

information documentary or otherwise, including climatic conditions, as considered necessary by the Bidder for the proper and accurate preparation of its bid.

A Bidder may visit the Site(s) by prior appointment with the purchaser. The number of Bidder's representatives permitted to make visits to the Site(s) shall be limited to a maximum of two.

Bidders wishing to make appointments for Site Visits should do so in writing or by facsimile directly with the subsidiary company and concerned officer as detailed in the following schedule. Copies of all such communications should be sent to:

General Manager (MM) - HOD
Coal India Limited,
“Coal Bhawan”,
Plot No. AF III, Action Area 1A
New Town, Rajarhat
Kolkata - 700 156
Telephone No. (033) 2324 4127
Fax: (033) 2324 4115
Email: gmmm.cil@coalindia.in
Website: www.coalindia.in

Subsidiary Company	Project
Northern Coal Fields Limited P.O Sringrauli Colliery Dist. Sringrauli MadhyaPradesh-486889 Fax:91(0)-7805266611 Tel:91(0)-7805266611 Attention: General Manager(Excv.)	Nigahi, NCL - 01 no.

Part A

Scope of Supply

A.1 Equipment Package

The Supplier is required to provide a complete package of equipment for the supply of **20 CuM Electric Rope Shovel** to opencast (surface) coal mining project as per the Technical Specifications provided in Part D.

The supplier is required to supply the equipment along with accessories, consumables, training, installation, commissioning and testing at the coal mining project.

The package also includes Consumable Spares and Consumables including all GETs for 36 months of trial period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of **60 months**.

For Electrical Rope Shovel 300Mtr trailing cable and suitable Field Switch as per Technical Specification mentioned in clause 5.4 &5.6 of Part-D shall be supplied initially along with the equipment for commissioning purpose.

The Scope of supply for the **20 CuM Electric Rope Shovel** is given in Sec. V.

A.2 Supplementary Items

The equipment shall be provided with a comprehensive tool kit which shall include any special tools required for erection and commissioning of equipment, first fill of all oils, greases and lubricants needed for test, erection and commissioning of equipment.

A.3 Information and Drawings

At least one month before the scheduled installation date, the Supplier shall provide not less than:

- (a) Suitably illustrated copies of Operating, Repair and Maintenance Manuals for each type/model of equipment and accessories, written in English language, substantially bound in book form;
Three (3) copies to each project site; and
One (1) copy each along with soft copy to the General Manager (Excv.)/HOD, Subsidiary Hqrs. General Manager (EED), Coal India; General Manager (MM)/HOD, subsidiary Hqrs and General Manager (MM)/HOD, Coal India.
- (b) Suitably illustrated copies of detailed Spares Parts Manuals for each type/model of equipment and accessories, written in English language, substantially bound in book form;
Three (3) copies to each project site; and
One (1) copy each along with soft copy to the General Manager (Excv.)/HOD, Subsidiary Hqrs., General Manager (EED), Coal India; General Manager (MM)/HOD subsidiary Hqrs and General Manager (MM)/HOD, Coal India.

In addition to the Equipment drawings, where appropriate the Supplier shall supply detailed drawings (in the same number of copies) illustrating erection/assembly site(s), foundation and accommodation requirements for such items as drive motors, switch installations etc.

Section VI - Technical Specifications

A.4 Erection/Assembly, Commissioning and Performance Testing:

The Supplier shall provide the Services of Specialist Technicians (refer Part – C.3) and required manpower (skilled/semi-skilled/unskilled) to undertake the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied.

The technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the equipment.

A.5 Training:

The supplier in consultation with the project in-charge / HOD [Excavation] of the respective site shall make available experienced personnel to conduct training of engineers, supervisors, technicians and operation personnel for specified period as mentioned in table given in 'Schedule of Requirement of Services' from the date of issue of acceptance certificate of the equipment. The training shall cover the following:

- a) Training on simulator module by the bidder at their works/suitable location in India/suitable end user's location is mandatory.
- b) Equipment system, safety and risk assessment.
- c) Equipment operation and maintenance.
- d) Trouble shooting, localization of fault and their remedies covering:
 1. Electrical and electronics
 2. Mechanical
 3. Hydraulic system
 4. Lubrication system
 5. Pneumatic system etc.
- e) Training on maintenance of OEM bought out systems, e.g. engine, transmission, hydraulic aggregates/system, electrical drives system etc., by the manufacturer of the system.
- f) Training on Digital system of the equipment including OBD(on board display) and communication port data management, Health and productivity management system of the equipment.

Comprehensive training manuals with clear illustration shall be provided to each participant in English language. The training courses shall be conducted in both English and Hindi language.

Details of purchaser's estimates of the minimum training programme required for the equipment is described in Sec-V.

Note: - The training shall be completed in batches within warranty period from the date of commissioning of the equipment in the respective project.

Part B

Specific Site Requirements

B.1 Project Specific Requirements

The equipment shall be suitable for use at the specific site projects under the conditions detailed below.

B.1.1 NIGAHI OCP

The Nigahi Opencast Project is owned by the Northern Coalfields Limited, a wholly owned subsidiary of Coal India Limited (the “Purchaser”). The mine is located in the Sidhi District of Madhya Pradesh approximately 9 Km from Singrauli railway station on Chopan-Katni branch line of Eastern Railway.

Geological Conditions

The block is contiguous to Jayant block in the east and Amlohri block in west consisting of Sub-soil, Sandstone, Shale and clay.

Power Supply

The project will receive power at 132/33 KV through the Madhauri Substation of the Northern Coalfields Limited. An additional 132/33 kV at Nawanganar is installed.

Mine Water Quality

PH- 5.5 ~ 9

Total suspended solid – less than 100 mg/Ltr

Water Supply

Linked to the IWSS (integrated water supply scheme) of the Northern Coalfields Limited

Section VI - Technical Specifications

Part C

General Requirements

C.1 Geography and Climatic Conditions

Elevation:-

The natural surface varies from 100 to 1000 m above mean sea level.

Climate:-

The climate is sub-tropical to tropical, dusty, with a hot and humid atmosphere. Monsoon rains occur in the period from June to October.

Ambient Conditions:-

Relative Humidity	-	Maximum 98%
Temperature	-	Minimum 0° C
		Maximum 50° C

Rainfall:- The mean annual rainfall is 1,000mm, 90 to 95 % of which may fall in rainy season from June to October.

Wind:- April to September - South to South Westerly
October to March - North Westerly

Speed:- - 8 km per hr average
- 100 km per hr maximum

C.2 Goods (Equipment and Machinery)

Detailed specifications of the Equipment to be supplied are given in **Part D** of this section.

In general, all items shall be:

- New, unused, of the current design [incorporating latest proven features] and not likely to be discontinued or become obsolete in the near future.
- Designed and constructed to handle without overload and for the working hours stated, the maximum volumes/rates specified;
- Designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts;
- Designed to facilitate rapid changeover of consumable items.

The supplier shall ensure that suitable latest technology available worldwide as on date shall be adopted in the quoted model of equipment and shall not be discontinued during life time of equipment. However, in case, technical up-gradation is unavoidable the same may be adopted in the supplied model of equipment with due clearance of Head of Excavation department of Subsidiary Co. Supplier shall not seek any technical modification / up-gradation at the cost of buyer before completion of 7 years from the date of completion of guaranteed availability contract period of the equipment except any modification / up-gradation required for compliance of any statutory guideline issued from regulatory body of Govt. of India, DGMS, state authority etc.

The component parts of all items shall, wherever possible, be selected from the standard ranges of reputable manufacturers.

Section VI - Technical Specifications

The Equipment and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply.

Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently.

All workmanship and materials shall be of first class quality in every respect.

All parts and surfaces, which are exposed to corrosive environment, shall be suitably protected to prevent any effects of corrosion or erosion.

C.3 Services

The supplier shall be responsible for the erection and commissioning of the equipment at site. The supplier shall depute qualified and competent Engineer(s) and specialist technicians to supervise the entire assembly, erection and commissioning of equipment free of cost.

C.4 Standards

The design, supply, erection, testing and commissioning of all Equipment under this Contract shall in all respects comply with the requirement of this specification and with the appropriate current Indian standards and codes, or relevant Standards issued by the International Standards Organisation or any other equivalent international standards, which corresponds to specific ISO/Indian standards indicated in the technical specification. Such equivalent international standards are to be supported by documentary evidence certifying that offered standards are identical to the corresponding ISO/Indian standards.

The equipment shall comply with requirements of the statutory government authorities, including Director General of Mines Safety (DGMS) having jurisdiction over the equipment and its use.

The system of units for all measurements shall be the **System of International Unites (S.I.)**

C.5 Suppliers Responsibility

The Purchaser requires that the Supplier shall accept responsibility for the provision of complete operable and compatible Equipment and systems within the Scope of Supply. This document identifies only the major items required for the installation and the Supplier shall ensure that the total supply includes all necessary Equipment for it to function effectively, safely and efficiently. Any additional items the Supplier considers necessary to ensure compliance with such a requirement shall be identified and included.

If the Supplier observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Supplier shall immediately bring these to the attention of the Purchaser but not later than 15 days prior to the due date of opening.

The Supplier shall be responsible for the testing and commissioning of the Equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole Equipment Supply package shall be carried out under the supervision of the Supplier in conjunction with the Purchaser's nominated personnel.

Section VI - Technical Specifications

C.6 Spare Parts Provisions

C.6.1.a. Availability of Spare Parts

All items and Equipment proposed shall be of current design and manufacture. The Supplier shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use throughout its life.

C.6.1.b Bought-out assemblies and sub-assemblies

The supplier is required to furnish the details of all Major bought-out items as indicated in the technical specification against "Information to be provided by the bidder" including major components sourced from the principal manufacturer in case of collaboration agreement etc.

C.6.2 Provision of Spare Parts

C.6.2.1 Within the Contract Price, the Purchaser shall agree to purchase all Operational, maintenance and standby/contingency spare parts, consumable items, wear materials, maintenance tools and special tools (hereinafter collectively referred to as "Spare Parts", unless the context requires otherwise) in accordance with the Supplier's recommendations for ninety six (96) months [36 months of trial period+60 months of remaining period] from the date of issue of the Commissioning Certificate. Similarly, within the Contract Price, the Purchaser shall also agree to purchase consumable items (hereinafter referred to as "Consumables") in accordance with the Supplier's recommendations ninety-six (96) months [36 months of trial period+60 months of remaining period] from the date of issue of the Commissioning Certificate. The schedule of supply of spares and consumables shall as indicated in Schedule of Requirement, Section-V. In addition the Supplier shall provide Spare Parts and Consumables for Commissioning.

Consumables shall include items such as oils, lubricants and fluids also. Trailing cables are not included in consumables.

The supplier shall submit 4 (four) separate schedules showing spare parts and consumables proposed to be supplied by them in each 12 (twelve) months warranty period from the date of commissioning of equipment and combined spares and consumables for 36 months of trial period and 60 months for the equipment as per 'Schedule of Requirement' to comply with the provisions herein contained.

C.6.2.2 In the event that the spare parts and consumables, as recommended by the Supplier, in any way fall short of actual requirements during the period for which they are said to be adequate, the supplier shall provide such additional spare parts and consumables as are necessary at the final destination. Such additional spare parts and consumables shall be provided by the Supplier to the Purchaser free of all cost and shall be transported to Site by air freight internationally and by air, rail or fast road transport within India.

C.6.2.3 In the event that the spare parts, Insurance items and consumables, as recommended by the Supplier, are in excess of actual requirements. The Purchaser may at its option.

- a) Retain such excess spare parts and consumables as, in its discretion it may elect to do so

Section VI - Technical Specifications

- b) Require the Supplier to repossess or repatriate or otherwise dispose of such excess spare parts and consumables in exchange for payment to the Purchaser of the Contract Price of the spare parts and Consumables concerned.

The Purchaser shall notify the Supplier, in writing of its requirements under this Clause within thirty (30) days of completion of the period referred to in Clause C.6.2.1 hereof.

- C.6.2.4. In the event that operation of the Plant is inhibited or frustrated as a direct result of lack of spare parts and consumables, pursuant to Clause C.6.2.2 hereof, then the period referred to in Clause C.6.2.1 hereof shall be extended by a period of not less than the period during which operation as aforesaid was inhibited or frustrated.
- C.6.2.5. The supplier shall not be liable for the supply of additional spare parts and consumables, nor to extend the period referred to in Clause C.6.2.1 hereof, if and to the extent that, additional Spare Parts and Consumables are required by reason of unforeseen accidents, negligence or misuse on the part of the Purchaser.
- C.6.2.6 The assessment of the Supplier of the spare parts requirements shall be based upon the expected working hours per year as defined in the individual Equipment Specifications included in the Technical Specifications.

In accordance with the provisions of clause 8, Part - D of the technical specifications the expected working hours per annum are 5000 (five thousand) hours. The expected average working hours per annum as indicated are only approximate hours and may vary ± 500 hours. Total duration of contract will be 96 months irrespective of working hour. In case, actual working hour exceeds 44000 (5500x8) hrs during the tenure of (1+7) years contract period, then consumable items (as declared by the bidder in the offer) will be arranged by the purchaser.

C.6.3. Emergency Spare Parts

- C.6.3.1. Emergency spare parts required by the Purchaser to repair breakdowns shall be dispatched to the site by the Supplier by the fastest, practicable means as directed from time to time by the Purchaser.
- C.6.3.2. For the purpose of Clause C.6.2.6, "Emergency Spare Parts" shall mean those spare parts or components required by the Purchaser to repair any item of Plant supplied pursuant to the Contract in the event of a breakdown not attributable to a failure covered by guarantee or a failure of the Supplier to provide adequate Spare Parts or Consumables.
- C.6.3.3 Payment in respect of the supply and delivery of such Emergency Spare Parts shall be made promptly, retrospectively, by the Purchaser, in a manner consistent with the terms of payment described in the contract.

C.6.3.4 Lifetime Spare Parts

The Supplier undertakes and guarantees to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life. In the event that the Supplier wishes to terminate production of such Spare Parts, the Supplier shall:

Section VI - Technical Specifications

- (a) give not less than six months' notice in writing of its intention to terminate production in order to permit the Purchaser reasonable time in which to procure needed requirements; and
- (b) immediately following termination, provide to the Purchaser at no cost, manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere.
- (c) any change in part number or superseded part number should be informed to the HOD of Excavation department / MM department of subsidiary hqrs. and the project site wherever the equipment is operating.

In any event, the Supplier shall not seek to terminate manufacture of spare parts for a period of not less than (15) years from taking over or the life time of the equipment whichever is later.

C.6.4 Oils, Lubricants and Fluids

The Supplier shall provide to the Purchaser a detailed schedule of all necessary oils, lubricants, fluids for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier.

C.6.5 General

C.6.5.1 Nothing in this Clause C.6 shall relieve the Supplier of any Guarantee, Availability, Performance or other obligations or liabilities under this Contract.

C 7 Guaranteed Availability Provisions

Equipment	Minimum Annual Guaranteed Percentage Availability		
ER Shovel	1st to 3rd year	4th and 5th year	6th to 8th year
20 CuM	85%	84%	83%

C.7.1 Introduction

C.7.1.1 The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.

C7.1.2 Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at its own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.

C.7.1.3 The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria have not been met in any one (1) month.

Section VI - Technical Specifications

C.7.2 Guarantee

C.7.2.1 The Supplier shall guarantee that the Equipment supplied pursuant to the Contract shall be available to the Purchaser at the level hereinafter defined to perform to criteria of not less than that defined in the Technical Specifications incorporated in the Contract.

C.7.2.2 The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment specifications included in the Technical Specifications.

The method of assessment applied shall be as follows:

Method of Assessment:

The following calculation shall determine the availability of the Equipment:

$$\% \text{Availability} = \frac{\text{Scheduled Available Time} - \text{Downtime}}{\text{Scheduled Available Time}} \times 100$$

Scheduled Available Time shall equate to 24 hours daily.

Downtime:-

Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including:

- a) routine servicing and maintenance in accordance with the manufacturer's published recommendations, including :
changing oils, oil filters and air filters; lubrication; changing identified consumable or wear parts.
- b) planned preventative maintenance programs;

It shall not however include:

- I. damage due to abusive use or incorrect operation methods by the purchaser;
- II. accidents;
- III. strikes or stoppage of work by the Purchaser's personnel;
- IV. natural disaster;
- v. lack of Spare Parts not attributable to a failure of the Supplier, its Agents or Representatives.

Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

The Supplier shall provide a schedule of maintenance required to carry out (a) and (b) above for first eight years of operation and shall state the number of hours required to carry out each maintenance task. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability.

This schedule of tasks and time will be reviewed periodically by the Purchaser and the Supplier, jointly, to monitor the practicality of the schedule.

Section VI - Technical Specifications

The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:

1. Providing normal and proper maintenance, including preventative maintenance in accordance with the Supplier's standard/published recommendations, and making all necessary repairs using only spare parts provided by the Supplier in accordance with the requirements specified in part C6.
2. Providing co-operation to all Suppliers' authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
3. Where appropriate, providing and maintaining such conditions as:
 - Proper Electrical Supply
 - Terrain Area
 - Bench Preparation
 - Reasonable Floor Conditions
4. Providing all Suppliers' authorised representatives access at all reasonable times to the machine service and repair facilities.

Maintaining a logbook for each shift wherein the working hours, breakdown hours, maintenance hours, idle hours, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative.

C.7.3 Effect and Duration of Guarantee

C.7.3.1 This Guarantee shall become effective on the day on which the Equipment is commissioned at the Site. Commissioning shall be evidenced by the issue of the Purchaser's Acceptance Certificate.

C.7.3.2 This guarantee shall remain effective for ninety-six (96) months[36 months of trial period+60 months of remaining period] from the date of commissioning irrespective of the hours operated by the Equipment during the period of the guarantee.

C.7.3.3 Compensation for not achieving Guaranteed Availability during trial period of 36 months

In the event that the Equipment fails to achieve the minimum availability percentage level as defined in the individual Equipment specifications included as the attachment to the Technical Specifications, the supplier shall be allowed one chance during the entire trial period to modify or make certain changes in the equipment, at its risk and cost, to achieve the stipulated guaranteed availability. In such an event, the performance of the modified equipment for the stipulated period shall be counted from its re-commissioning date. The period for which the equipment has worked before carrying out the modifications will not be taken into account for assessing the performance.

Section VI - Technical Specifications

If, even the modified equipment fails to achieve the minimum availability percentage level as defined in the individual Equipment specifications included as the Attachment to the Technical Specifications, the Purchaser shall have the right to encash 100% Bank Guarantee submitted by the Supplier . Consequent upon the encashment of the 100% Bank Guarantee due to non-achievement of stipulated minimum availability percentage, the Supplier shall have right to take back the equipment at no cost to the Purchaser.

C.7.3.4 Compensation for not achieving Guaranteed Availability during remaining period of 60 months

In the event that Equipment fails to achieve the Availability herein provided, measured over each twelve (12) month period, the Supplier shall be liable for and pay to the Purchaser, as liquidated damages, a sum equal to as indicated hereunder for each equipment against the PBG submitted by the bidder as per clause-2 of SCC

- a. 1% of the delivered landed price of the equipment including the price of spares & consumables for 60 months (after trial period of 36 months) for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.
- b. 10% of the delivered landed price of the equipment including the price of spares & consumables for 60 months (after trial period of 36 months) for reduction beyond 5% from the guaranteed availability.

C.8 Deemed Breakdown

When the supplier is unable to supply the replacement of a failed part during the contract period, and if the machine is commissioned by using the spares from the stock of the project, the period after 21 days till the supplier replaces the part shall be treated as ‘deemed breakdown’ (the credit for keeping machine available shall not be given to the supplier.)

The supplier shall not in any way be allowed to take out spare parts from other equipment, which are under breakdown and covered within the scope of this contract. However, CIL, in the interest of work, reserves the right to advise the supplier to commission the breakdown equipment covered under this contract by taking out spare parts from other breakdown equipment. Nevertheless, during this period also, the equipment shall be treated as ‘deemed breakdown’ till the supplier replaces the spare parts.

C.9 Composite-warranty/guarantee

The supplier shall warrant that the equipment supplied under this contract is:

- a) In accordance with the contract specifications.
- b) The equipment shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the date of commissioning. Any defect arising observed on this account will have to be attended immediately.
- c) The supplier must ensure that there is no major breakdown due to manufacturing / design defects during the warranty period. In case such

Section VI - Technical Specifications

breakdown occurs, the purchaser reserves the right to extend the warranty period suitably.

The warranty shall cover for total equipment so that comprehensive responsibility lies only with the equipment supplier although components may be supplied by different suppliers to the bidder.

C.10 Quality Assurance

- C.10.1 The Supplier should furnish in detail its quality assurance plan for various stages of manufacture. The Quality Assurance plan shall comply with an internationally recognized quality assurance standard such as ISO 9000 or its equivalent.
- C.10.2 The Supplier shall provide facilities to Purchaser or their authorised representatives for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control, both for bought-out items and his own manufactured items.
- C.10.3 The Purchaser or his agent, when so required by him, shall also be provided with samples of “bought-out” materials for the purposes of undertaking independent tests, which independent tests shall be at the expense of the Purchaser.

PART D: - EQUIPMENT SPECIFICAT

EQUIPMENT SPECIFICATION OF 20CuM ELECTRIC ROPE SHOVEL

1. Scope of specification:

This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on site erection and commissioning of a self-propelled, crawler mounted, Electric Rope Shovel of 20CuM dipper capacity having bottom discharge bucket, conforming to relevant SAE/equivalent standard.

2.References:

The following International Standards as per latest amendment are referred to in, and form part of, the Specification. The superseded or equivalent standards, if any, to any of the following ISO standards if offered are to be supported by documentary evidence in form of copies of the equivalent standards certifying that offered standards are identical to the corresponding ISO standards of NIT.

ISO 2867	Earth-moving machinery - Access system
ISO 3457	Earth-moving machinery - Guard and Shields- Definitions and specification
ISO 6682	Earth-moving machinery - Zones of comfort and reach for controls.
ISO 6405-1	Earth-moving machinery - Symbols for operator controls and other displays - Part 1 : Common Symbol
ISO 6405-2	Earth-moving machinery - Symbols for operator controls and other displays - Part 2 : Specific symbols for machines, equipment & accessories
ISO 7000 / IEC60417	Graphical symbols for use on equipment
ISO 6750-1	Earth-moving machinery - Operator's Manual - Part1 : Contents & Formats
ISO 6750-2	Earth-moving machinery - Operation and Maintenance - Operator's Manual - Part2 : List of references
ISO 10968	Earth-moving machinery - Operator's control
ISO 20474-1	Earth-moving machinery - safety - Part1 : General requirement
ISO 20474-12	Earth-moving machinery - safety - Part12 : Requirement for cable excavators

Other ISO standards mentioned in the specification of individual system of the equipment

Section VI - Technical Specifications

3. Design Criteria:

The shovel shall be capable of continuous digging for protracted periods on a system of 03 (three) shifts each of 8hrs duration per day throughout the year in hard, highly abrasive sandstone/ rock having average density of 1800 kg/ cum after blasting.

The ER shovel **20CuM** shall be suitable for 2:1 heaped loading of rear dumpers with capacities ranging from 190T to 220T. The shovel shall have the following working ranges:

Sl.No.	Description	Range
a	Maximum cutting height	not less than 13.25 m
b	Maximum cutting radius	not less than 18.50 m
c	Maximum dumping height	not less than 8.00 m
d	Dumping radius at maximum height	not less than 16.00 m
e	Dumping height at maximum radius	not less than 5.50 m

4. Mechanical Specification:

4.1 Dipper:

The rope shovel shall be supplied with a hard faced, heavy-duty bottom discharge rock dipper of 20 CuM capacity as defined by the Society of Automotive Engineers (SAE) rating/equivalent standard.

The specific weight of steel used in construction of bucket shall be not less than 7800 kg/ cum.

All consumable items of the bucket, including tooth points, shanks/ tooth adapters etc. are to be supplied along with the dipper. The tooth points, shanks, etc. should be wear resistant / hard faced and should have proper, durable, easily removable and shock absorbing type attachment with the dipper. The latch bar and lever should be of heavy-duty type.

4.2 Boom & Dipper Handle:

The shovel boom and dipper handle should be rugged, durable construction of high strength impact resistant low alloy steel and free from any stress concentration. The design must take care of all forces i.e. bending, torsion, compression etc. encountered during operation of the shovel. Shock absorbers shall be incorporated in the boom to absorb the impact of the dipper or suitable arrangement shall be provided to absorb the shock and prevent dipper hitting the boom. Stoppers of suitable strength to be provided at the other ends of dipper handle.

4.3 Boom Point Sheaves:

The boom point sheaves shall be large of rugged construction, and mounted on low maintenance, anti-friction bearings / bushings, having auto lubrication facility.

Walkways with handholds shall be provided to allow easy access to the boom point sheaves.

Section VI - Technical Specifications

4.4 Crawler Mounting:

Crawler frames shall be heavy welded box section design with bolted fit to car body. The crawler side frames and load rollers shall be of sufficient strength to withstand the high loads, which may occur due to uneven ground conditions. They shall be of welded construction and preferably stress relieved.

The drive sprocket should be a single piece / segmented type and a reliable track tensioning arrangement should be provided. The front idler, load rollers, rear idler shall be mounted on low maintenance, anti-friction bearings/bushings. Crawler shoes shall be heavy duty and designed for ease of replacement whenever necessary.

4.5 Lower Frame:

The lower frame shall be a single unit of heavy welded high strength low alloy steel structure construction, designed to withstand repeated high loading under difficult digging conditions.

Suitable means of access with removable covers shall be provided for ease of maintenance.

The roller circle shall have lubricated rollers and be fitted with sealed bearings/bushings or are lubricated with open gear lubricant.

The ring gear shall be of high alloy steel for optimum wear resistance.

4.6 Propel:

An independent propel system for each track shall be provided, allowing for counter rotation. Propel brakes shall be provided to stop the machine during any travelling condition and shall be interlocked with the travel controller to prevent travel until the brakes are released.

4.7 Revolving frame:

The revolving frame shall be strong rigid unit of heavy section good quality high strength alloy steel. The design and manufacture of the frame must ensure proper and uniform load distribution. Suitable machined pads should be provided along the frame of mounting and aligning the various drive units and other accessories.

Mounting lugs for the boom and gantry should preferably be provided for the required counter-balance weight.

Ballast boxes of sufficient size and proper design shall be provided for required counter balance. The ballast shall be of cast iron ball / grinding media having diameter range as per design requirement.

The purchaser (concerned subsidiary) shall provide the ballast in time to avoid the delay in commissioning.

Section VI - Technical Specifications

4.8 Machinery House:

The machinery house shall be made of steel sheet supported by a steel structure and shall cover the entire machinery deck. It shall be fitted with a filtered pressurized air system for ventilation, cooling and to prevent entry of dust into the machinery house. The machinery house shall be designed to give ready and safe access to personnel and equipment for inspection and maintenance. In particular, sufficient space shall be provided around all main drives and sub-assemblies for ease of inspection, maintenance and removal. Roof panels shall be strategically located to direct crane picks of major deck mounted components as required.

Rollers or suitable arrangement shall be provided as rope guides at the entrance to the machinery house for all ropes to prevent any abrasion and damage.

Inspection covers shall be provided on all gear-cases.

Non-slip type walkways and catwalks with handrails shall be provided in and around the machinery house, the operator's cab and service platforms shall comply with ISO 2867.

4.9 Main Machinery:

All gears and shafts shall be manufactured from high quality steel and mounted in anti-friction bearings.

Gears and pinion should be suitably heat-treated.

Inspection covers shall be provided on all drive gear-cases.

All functions, such as Crowd, Hoist, Swing and Propel shall be provided with 'ON' type brake so that the brakes are applied automatically, in case of electrical power failure. All main drive motors shall be equipped with disc type brake.

4.10 Air Compressor:

Air compressor of sufficient capacity with all required safety features shall be provided.

Test certificate of the air tank as per DGMS requirement to be submitted before commissioning.

4.11 Lubrication:

A centralized PLC based electrically operated, double / single line (as per manufacturer system design) automatic lubrication system shall be provided to service all lubrication points on the machine, including those points where use of high viscosity lubricants is required.

The lubrication system shall be fully monitored to ensure adequate lubricant flow is maintained to all points of major parts. The monitoring system shall, wherever necessary, be interlocked with the relevant control circuits to prevent damage due to lack of lubrication at any point. Alarms and indications for failure of lubrication system shall be provided and shall be repeated on the instrument/ test panel.

Section VI - Technical Specifications

Lubricant containers of adequate size shall be located in a separate room/enclosure inside the machinery house and be large enough to cater lubrication needs for continuous operation between refills. Sufficient numbers of suitable capacity lubricating pumps shall be provided. The containers shall be fitted with suitable arrangement for cleaning and refilling or replacement with fresh new barrels.

All lubrication lines and injectors shall be protected from damage. Location of all injectors shall be such that these can be conveniently inspected and repaired. The lubrication lines to the boom point should be properly guided. Flexible lines shall only be used where there is relative movement between parts and for final connection to movable components. Preferably steel piping shall be used for long runs and shall terminate in steel junction blocks or rigidly mounted bulk head connectors to prevent disturbance to steel piping when flexible hoses are replaced.

Fire/heat resistant/ retardant hydraulic hoses shall be provided in lubrication system. The vent valve on the top of hydraulic tank, if provided, shall be able to be removed without any tool. Lubricants recommended shall be of reputed make with Indian equivalent, if available.

Suitable motorized and manual Transfer Pumps as per requirement shall be provided for transferring each type/grade of lubricants.

4.12 Operator's Cab:

A fully insulated, high-visibility, rigidly mounted, sound-suppressed, vibration-suppressed, air conditioned, operator's cab with tinted safety glass should be so positioned to facilitate a clear and unrestricted view of the travel & work areas of the machine necessary for its intended use. The performance criteria shall be in accordance with ISO 5006. The sound level inside the cab shall be below 80dBA while the equipment is operating, and with the door closed. All operating controls, all monitoring, working signals and emergency power isolation switch to trip the field switch should be conveniently located in consoles within easy reach of the operator and shall comply with ISO: 6405-1, ISO: 6405-2, ISO: 6682 & ISO: 10968. The operator's cab shall be provided with an emergency exit gate in addition to primary access path to the cabin.

The operator's seat shall be ergonomically designed suspension type, which can be adjusted for operator's height and weight. The seat shall provide vertical and fore / aft adjustment to allow custom fitting of the joysticks to individual operators for ease of operation. Seatbelt for operator with reminder shall be provided. The console shall have features an expandable media mounting post to which the Graphic User Interface (GUI) is mounted. The GUI shall have menus and information screens that allow the operator to display necessary basic information and perform various operation functions. Side / rear vision cameras shall be provided in the machine with remote display in operator's cab. The camera system shall also cover all the blind spots.

The air conditioner shall be heavy duty off-the-road equipment application type. The climate control ducting in the cab shall be located above and/ or below the operator. There should be

Section VI - Technical Specifications

controls to allow regulation of air flow and auto - defrosting arrangement. A cooling fan and a blower type heater shall also be provided.

Horn / Alarm shall be provided on both outer sides of revolving frame, which shall be operated from operator's cab.

There should be a two-way communication system between operator's cab and the machinery house.

4.13 Guards & Shields:

Adequate guards and shields, which comply with ISO 3457, shall be provided throughout the shovel.

4.14 Boarding Ladders:

Boarding ladders shall be provided on the both sides of the machinery house.

The ladders shall be equipped with suitable interlock so that when the ladder is put/pull down, the interlock switch shall control the propel and swing mechanism to prevent any rotational or travel movement of the equipment for safety of site people.

4.15 Fire Extinguishers:

An adequate number of fire extinguishers shall be provided at strategic points on the shovel, suitably mounted in heavy-duty brackets for ease of removal.

The extinguishers shall be both dry chemical powder (DCP type) and CO₂ type with a minimum capacity of 5 kg and shall comply with Indian Standard IS: 15683 with latest amendment.

Bidder shall submit a Certificate as an undertaking that, a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of equipment along with other documents, for fire extinguisher including materials and chemicals used in fire suppression system from any Government or Government approved Laboratory in compliance with relevant Indian Standards as per DGMS (Approval) Circular No. 02 dated 08th July 2013. Periodical refilling is to be done by the supplier.

4.16 Fire Detection and suppression system:

A suitable automatic fire detection and suppression system of reputed manufacturer (indigenous or imported), shall be provided on the equipment complying DGMS (Tech) Circular No. 06 of 2020 dated 27.02.2020.

- Automatic fire detection and suppression system suitable for fire class A, B & C inside machinery house & below Deck of shovel.
- Bidder requires submitting a schematic drawing indicating Plan of the system with relative position of items to be protected from fire.

Section VI - Technical Specifications

- Fire detection and suppression of fire may be either total gas flooding or dry chemical powder base spray through nozzle strategically through an actuation cartridge, located to the targets, or combination of the two.
- Fire suppression agent used in neighborhood of electrical appliances shall be clean and shall not damage electrical / electronic component.
- Fire suppression system shall be non-hazardous & safe for human and environment friendly. It should have quick cleanup and environmental sustainability.
- The sensor shall send the signal to the control unit integrated with a LED and/or alarm indicator to show the status of the detector.
- The system shall operate only in active fire zone and suitably designed to extinguish the fire as per class of fire (A, B & C) of that location.
- The system shall be actuated automatically by detection of fire and control unit to be installed within the Operator's cabin for automatic system operation.
- The system shall also have provision of actuating manually.
- The system shall provide facility for self-checking /testing/inspection without operating.
- The data regarding health & event shall be logged in the system with date & time, which can be downloaded to PC/ Laptop in latter stage with memory capacity to store data of at least 15days.
- The system should be capable for efficient operation in the extreme mining conditions with dust, dirt, water & vibrations.

The high pressure storage vessels and hoses, if used with fire- fighting and fire suppression systems, shall conform to the requirements stipulated in the relevant Indian standards.

Bidder shall submit a Certificate as an undertaking that, a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of equipment along with other documents, for AFDSS including materials and chemicals used in fire suppression system from any Government or Government approved Laboratory in compliance with relevant Indian Standards as per DGMS (Approval) Circular No. 02 dated 08th July 2013. Periodical refilling is to be done by the supplier.

5. Electrical Specification

5.1 Power Supply:

The electrical power supply to the machine will be 6.6 kV ($\pm 10\%$), 50 Hz ($\pm 3\%$), 3 phase. This will be provided via a flexible trailing cable from the mine electrical distribution network.

All high-tension electrical equipment in the shovel shall be capable of withstanding 12 kV switching transients to protect against a rise in potential across any one phase of the supply. This protection shall be provided in the shovel by suitable means preferably either by providing Lightning arrestor of requisite class or with the help of surge suppressor or combination.

Section VI - Technical Specifications

In addition suitable arrangement shall be made in the field switch to trip at specific over/under voltage condition. Surge suppressors are also to be provided in the field switch as additional protection.

The supply shall be connected to machine via minimum four collector rings of adequate capacity.

A high voltage distribution switchboard shall be provided to supply the various machine drive, control and auxiliary sub-circuits. Each switch forming part of switchboard and /or controlled HV Motor and Transformer shall be fed from an on-load isolator, an electrically closed and tripped, vacuum circuit breaker / contactor and an appropriate control push buttons as per provision of Indian Electricity rule 1956 & DGMS requirement. Auxiliary Transformer to be fed from a fused HV grounding isolator. Indicators such as Main on, blown fuse indicator, PF meter, voltmeter, ammeter, elapsed time meter, start & stop button, emergency trip and alarms shall be provided.

5.2 Drive system:

AC electrical drive system shall be provided for motion control of the shovel. The AC drive system must be of latest established design, so that all the functions of the equipment i.e. Hoist, Crowd, Swing and travel / propel operation have optimum output with high mechanical efficiency, low maintenance cost and improved maintainability and component life. The drive shall be IGBT based VVVF active front end type drive or of equivalent / higher technology.

All motions of the machine shall be controlled by a variable torque/speed drive control system. The Supplier shall specify the proposed method of drive control, which is expected to utilize modern electronic techniques. The design of the drive system should ensure that in the event of any failure the machine is brought safely to rest.

Each drive control system shall be supplied from a suitably rated starter control panel with VCB / Suitable circuit breaker and providing overload, short circuit, single phase, earth fault, under & over-voltage protection, reverse sequence protection and any other protection as may be required for the supplied machine.

All drive systems shall be capable of being remotely started from a control/instrument panel located in the machinery house. A remote stop facility shall be provided in the operator's cab. The control circuits for each drive shall be housed in a steel cabinet provided with internal and external illumination. The cabinets shall be dust and vermin proof. Suitable cooling fans with dust filtering facilities for the cabinets shall be provided. The cabinets shall, preferably, be located on the operator's side of the machine.

Anti-condensation heaters shall be fitted to all major drives and electrical cabinets wherever applicable.

All control circuits shall operate up to 125 V (AC/DC), single-phase 50Hz. with earthed neutral. Lighting circuit maximum at 250V, midpoint grounded with dipolar circuit .The

Section VI - Technical Specifications

electrical supply for other items shall be either 415V, 3 phase, 50Hz, 220V L-N or 110V phase to phase, 50Hz, single phase with earthed neutral conforming standards and IE rule.

Control circuit transformers shall be protected on their primary side by isolation switches, fuses or circuit breaker. Control circuits shall be protected on one side of the transformer by a fuse with the opposite side connected to earth. All devices which operated at 415/220/110V, 3 phase or single phase, 50 Hz shall be provided with earth leakage and provided with rugged protection as appropriate conforming standards.

All cables used in the machine shall be of the fire resistant type.

Suitable rugged cooling system shall be provided for the electrical control cabinets as per design criteria of the manufacturer.

5.3 Motors:

All motors shall be continuously rated for the duty specified and suitable for mining service duty. The AC drive motors should have high torque for fast acceleration / deceleration to ensure fast operating cycles. The insulation should be rated to a minimum Class – F insulation. Motors of suitable ratings with insulated bearings, force ventilated, inbuilt with needed sensors (like bearing temperature, winding temp etc) and with suitable mounted brakes shall be provided.

Rotor shafts shall be mounted on insulated bearings preferably life-time sealed for ease of maintenance.

Terminal boxes shall be fully fault rated and provide for phase segregation of all terminals conforming to Indian or equivalent international standard. An earth connection stud shall be provided.

All AC drive motors shall be provided with temperature monitoring arrangement with RTD's (Resistance Temperature Detectors) incorporated in the windings and in the bearing housing. The monitoring circuit shall be suitably interlocked with the drive control circuit to alarm and trip in the event of an abnormal temperature rise.

Each motor shall have a stainless steel frame type rating plate giving full details including voltage, full-load current, power, frequency, serial number, weight, bearings and their lubricant details.

5.4 Trailing cable:

The machine shall be provided with 300 meters of 6.6 kV, 6 core trailing cable of adequate cross section in relation to the rating of machine and the 50 degree C ambient temperature and supply should be as per Indian Electricity rule clause 123, sub clause 1 & 6. The cable shall be of the flexible type suitable for use with open pit mining machinery. The trailing cable to be provided only once along with the equipment and bidder shall provide complete technical specification and make in their technical offer.

Section VI - Technical Specifications

The cable shall have 3 power cores of equal adequate cross section individually screened with metallic ATC (Annealed tinned copper) wire or specially designed formulated semi-conducting compound, 2 earth cores of equal cross section of minimum size of 50% of size of power core and one pilot core. The cable should have minimum insulation level of 12 kV.

The shovel shall be provided with a weatherproof box termination for trailing cable.

5.5 Power Factor Correction and Harmonic Suppression:

The electrical circuit shall have suitable arrangements for power factor correction (if required) to ensure that the average power factor over the full operating cycle is not less than 0.95 lag. The Supplier shall provide a full description of the method of power factor correction proposed.

The electrical circuits shall have adequately designed to have only allowable harmonics as per IEEE519 or with suppression networks (if required) for reducing harmonics and transients to acceptable levels.

5.6 Field Switch:

The shovel should be provided with a skid-mounted field switch. The switch shall be of robust construction suitable for the rugged terrain and the mining conditions for which it will be used. It shall also be dust and vermin proof and protected to withstand torrential monsoon rains. Proper illumination shall be provided within the enclosure.

The switchgear should be of vacuum circuit breaker type with symmetrical rupturing capacity of 150MVA at 6.6 kV. The field switch shall also have earth fault, overload, short circuit, over voltage, under voltage, single phase, earth leakage and reverse phase sequence protection relays. In an emergency it should be possible to trip the field switch from operator's cabin by a push button switch and through inbuilt remote sensor. Provision to trip VCB mechanically and electrically shall also be provided.

Suitable arrangement shall be provided to suppress the damaging over voltage due to switching transients and lightning peaks.

Suitable facilities shall be provided for the termination of supply cables by plug & socket type cable coupler arrangement. Earth connection stud shall be provided on each terminal box and on the main body of the switch casing. It shall be possible to feed through the switch to other similar units. Blank plates and adapters shall be provided to safely seal the feed-through termination against the elements when not in use.

The HV junction Box shall be interlocked with tripping circuit of field switch and HT Isolator panel shall be mounted / placed in such a way that it should be easily accessible for the purpose of maintenance, repair and operation in compliance with Indian Electricity Rules and DGMS circulars.

The Field Switch to be provided only once along with the equipment and bidder shall provide complete technical specification and make in their technical offer.

Section VI - Technical Specifications

5.7 Lighting:

Adequate LED flood lighting and illumination (Minimum 10Lux outside the machine, so as to cover the working area of the shovel and Minimum 30 Lux inside the machine) at strategic points both outside and inside of the shovel shall be provided for visual observation and night shift operation. The lighting fixtures shall be supplied at 220/110 V fed from main / auxiliary transformer (star point grounded). Earth leakage protection is to be provided with lighting circuit breaker.

Equipment shall be provided with emergency lighting system to illuminate inside & outside of the machine for a minimum period of continuous 30 minutes in case of power failure for safety of personnel. The detail of the emergency lighting system is to be given in the technical literature of the offer.

5.8 Instrument/ Test/ Alarm Panels:

Instrument/test/alarm panels shall be provided to measure critical parameters of the power and control circuits to assist maintenance and repair operations. As a minimum, indications of the following are to be provided:

- Incoming voltage, current, frequency, power consumption and power factor.
- Loop voltage and current for hoist, crowd, swing and propel motors
- A computer based fault monitoring/alarm facility or similar arrangement shall be provided comprising monitoring circuits, annunciators, fault code indicators & recording, test push-button and “alarm accept” push button. Equipment should be fitted with suitable software based HMI system for quick fault finding and diagnosis.

Typically, monitoring facilities shall be provided for the following:

- i) Hoist, crowd, swing and propel motor's, current/over current and voltage
- ii) DC bus over-voltage
- iii) Motor over-speed for all motions - Hoist, crowd, swing and propel
- iv) AC and DC (if any) circuit earth faults
- v) Transformer over-temperature
- vi) Failure of any point of the Lubrication system
- vii) Bearing over-temperature
- viii) Air pressure loss
- ix) Frequency fluctuation & tripping facility in the event of fluctuation beyond permissible set limit.
- x) Power supply error & tripping facility in the event of fluctuation beyond permissible set limit.
- xi) Blower motor fault indication
- xii) Boom jacking indicator

All instruments provided with the machine shall comply with Indian Standard 1248 industrial accuracy and shall be vibration resistant type.

Section VI - Technical Specifications

Comprehensive testing facility shall be provided on all control circuits in the form of jack sockets, screw connectors etc. for the use of test instrument such as X-Y plotters, oscilloscopes, multi -meters etc. Alternatively a computer based comprehensive testing system with the capability for digital interface for remote access shall be preferred.

5.9 Transformers:

All transformers shall be of reputable manufacture, suitably rated for the duty specified and the operating environment with necessary protection. Auxiliary transformers shall be delta - star connected with star points earthed for each fault protection.

5.10 Auxiliary Equipment:

The power supply to any auxiliary equipment shall be either 415V 3 phase 50HZ or 220V/110V, 50HZ, single phase with earthed neutral as appropriate. Care should be taken with the use of single-phase circuits to ensure that the loads are balanced across the three-phase supply to avoid tripping on starter

Controls for such equipment shall be housed in steel cabinets or wall mounted panels. The cabinet shall be dust and vermin proof. Suitable cooling fans with dust filtering facilities for the cabinet shall be provided where necessary.

Anti-condensation heaters shall be fitted to all cabinets wherever applicable.

Each auxiliary drive motor shall be supplied from a starter controlled panel having suitably rated circuit breakers for each motor, providing overload, short-circuit and single-phase, earth-fault, under voltage protection and reverse phase sequence protection (if necessary) shall also be provided.

Control circuits of auxiliary equipment shall operate at 220V/110V single phase 50 Hz with earth neutral.

All cables used shall be of fire resistant type.

5.11. Limit Switches:

Limit switches/ resolvers / position sensors interlocked with the relevant control circuit shall be provided for the hoist and crowd motions and for the boom lift over travel (Boom Jacking).

5.12. Interlocks:

Interlocking shall be provided to allow safe access to all high voltage areas after isolation of the incoming supply to the shovel.

Section VI - Technical Specifications

5.13. Safety Features

All safety features & devices as per Govt. Of India Gazette notification no. Z 20045/01/2018/S&T (HQ) dated 01.10.2018, DGMS (Tech) Circular No. 06 of 2020 dated 27.02.2020 and any subsequent amendments, if any, including following shall be provided in the equipment.

- a. All function cut off switch shall be provided in operator's cabin & field switch.
- b. Swing Motor Brake.
- c. Seat Belt for Operator with reminder shall be provided.
- d. Fire/ heat resistant/retardant hydraulic hoses in place of ordinary hoses to minimize the chance of fire. All the sleeves and conduits where cable/wires are passed shall be fire/ heat resistant.
- e. Vent valve on top of hydraulic tank should be able to be removed without any tool, wherever applicable
- f. A baffle plate between cold zone and hot zone, wherever applicable.
- g. Provision for limiting of hydraulic cylinder stopper, wherever applicable.
- h. Rear vision camera and warning system for Operator Fatigue shall be provided in compliance with DGMS (Tech) Circular No. 06 of 2020 dated 27.02.2020.
- i. Protective measures & devices
- j. Protection for Electrical and Electronic system
- k. Two way communication system other than mobile phone in operators cabin.

5.14. Warning devices and safety signs: -

- a. The machine shall be equipped with an audible warning device (horn) controlled from the operator station.
- b. Warning system for Operator's fatigue.
- c. Audio Visual Alarm (AVA) for reversing
- d. Safety signs and hazard pictorials shall be displayed at conspicuous places.
- e. Retro-Reflective Reflectors shall be provided on all sides of the machine at suitable positions.

6. Ancillary equipment and other requirements

The following shall be provided on each shovel:

- a. Air operated/ Electric drive winch motor fitted with drum and rope shall be provided at suitable location inside machinery house for fitting of hoist ropes.
- b. Adequate 440/415 V 3-phase, 50 Hz welding power outlets suitably located so that welding can be carried out at any point on the shovel.
- c. A 440/415 V 3-phase, 50 Hz, Fully thyristered / *inverter type* welding machine with accessories suitable for welding and gouging purpose.
- d. Adequate 220/110 V, single phase, hand-held inspection outlets, portable hand lamps and all necessary supporting equipment,

Section VI - Technical Specifications

- e. 220/110 V, single phase, portable electric blower with suction attachment and all necessary supporting equipment.
- f. Workbench fitted with vice and tool chest.
- g. 2 nos. 100T Hydraulic jack of reputed make.
- h. 1 set Pneumatic Wrench of 1 inch drive as well as cassettes of suitable drive size to cover limited clearance nuts/bolts fitted in the offered machine along with various applicable sizes of sockets of reputed make.
- i. Boom foot cushion tightening wrench - 2 nos. if required.
- j. Crowd belt tightening tools (if crowd has belt drive).
- k. Center gudgeon nut tightening tools.
- l. A suitably programmed laptop (programmer) for loading software in PLCs.
- m. Portable Infra-Red Temperature Gauge (Digital) - 01 No
- n. Digital multimeter-01 No
- o. Digital Megger (100V to 1000V) -01 No
- p. Digital Megger 5 KV -01 No
- q. AC/DC digital clamp meter 2000 A -01 No.
- r. Non-contact type tachometer-01 No
- s. Digital portable type vibration meter with all accessories – 01 No
- t. Any other jacks and jigs to be supplied with machine to attend all types of maintenance and breakdowns.

7. Productivity & Health monitoring system:

The equipment shall be provided with suitable licensed, on-line, real time, monitoring interface facility, compatible for GPS-based transfer of equipment performance data (commonly known as PMS and HMS) to third party equipment management system.

The system shall have measuring points and self data capturing facility for followings -

- i) Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation.
- ii) Cumulative qty. of material handled (both in terms of Cu. M. & No. of buckets)
- iii) Average cycle time for each day
- iv) Average swing angle per day
- v) Incoming voltage, current, power consumption, frequency and power factor.
- vi) All drive circuit loop vital parameters
- vii) Transmission / gear box vital parameters
- viii) Air / hydraulic system vital parameters
- ix) All drive motors / transformer vital parameters
- x) Preventive maintenance parameters
- xi) Predictive health monitoring parameters.
- xii) Additional parameters as per requirement of equipment manufacturer / user

This system shall have suitable memory capacity to store all captured vital parameter data in 6 hours or less interval batch form and all real time exception / error data for at least 30 days period and shall have suitable port to download these data to a laptop / data storage system.

Section VI - Technical Specifications

The supplier shall provide the following:

1. There has to be one integrated single online port for capturing all the vital data.
2. The real time interface telemetry port will be provided in the equipment
3. All the data shall be available in the individual form through single port and its communication protocol must be as per global standards.
4. There shall be no additional requirement of any data converter for data capturing like Analog to Digital and vice-versa etc.
5. There shall be integrated on board data management system as explained at point no.3 as above.
6. Permission to third party for interfacing, data collection through online port.
7. Signing of Non-disclosure agreement to protect intellectual property right on either side.
8. To provide full technical support to third party vendor for interpretation and defining parameters for individual alarm to monitor equipment vital data.
9. The HEMM equipment supplier should provide access to data as required by end user without any financial implication to third party.

This interface facility shall be made available till the working life of equipment. However, the supplier shall provide this interface facility during the contract period as a part of contract cost.

To ensure the satisfactory operation of above system, a tripartite agreement shall be signed by the user, supplier and the service provider of OITDS / System Integrator.

8.Performance Guarantee

In accordance with the provisions of clause C 6.2.6 of the technical specifications the expected working hours per annum are 5000 (five thousand) hours. The expected working hours per annum as indicated are only approximate hours and may vary \pm 500 hours.

In accordance with the provisions of clauses C 7.2.2 and C 7.3.2 of the technical specifications the supplier shall guarantee that the availability of each equipment shall be not less than 85% (eighty-five percent) annually for a period of 1st to 3rd year of operation, 84% (eighty-four percent) annually for a period of 4th and 5th year of operation and 83% (eighty-three percent) annually for a period of 6th to 8th year of operation from the accepted date of commissioning.

During contract period of 08 Years (96 Months) a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, in 5th, 6th, 7th& 8th year for each machine for planned maintenance of equipment. This down time [maximum period of 07 (Seven) days] arising due to such maintenance of the equipment shall be treated as out of schedule for annual availability calculation in the relevant year. This period of 07 (Seven) days shall be provided once only in each applicable year and not in a staggered or partial manner. In case of any spillover of maintenance job(s) beyond such 07 (Seven) days period shall be treated as breakdown hours.

Section VI - Technical Specifications

9. Expected life of major assemblies

Manufacturer shall give expected life of major assemblies also in the Format given in Table below, duly signed.

Table

EQUIPMENT	MAJOR ASSEMBLIES	EXPECTED LIFE* (in Hours)
Elect. Rope Shovels	AC Main Drive Motors	
	Undercarriage & steering system	
	Transmissions (Hoist, Swing, Crowd & Propel)	
	Transformer	
	Boom	
	Dipper handle	
	Dipper	
	Brakes	
	Track Chain	
	Track Rollers, Sprocket, Idler	
	Swing Roller & Swing Gear	
	Field Switch	

Note - * Expected life means life before first overhaul

10. Information to be provided by the supplier:

The supplier shall furnish the following information.

10.1 General:

- a. Number of offered/similar model supplied during the last 10 years. The information shall be given in the following format and in the order of most recent first.

Company Name	Mine Name	Mine Location	Mine type	Sl No. of Machines	Model & Capacity	Commissioned date (DD/MM/YYYY)

The information in the above format should be self-certified.

- b. Details of special tools to be provided with the equipment.
- c. Details of erection programme for the bid.

Section VI - Technical Specifications

10.2 Technical Details

- a. Calculations and drawings verifying the dipper capacity
- b. i) Curve of KW- Time for the following operating cycle
Load the dipper to rated capacity over the maximum working range, swing through an angle 90 degree, dump and return to dig.
ii) Calculations for determining the time and hourly power consumption for the following operating cycle
Load the dipper to rated capacity over the maximum working range, swing through an angle 90 degree, dump and return to dig.
- c. Calculations and drawings, etc. verifying the maximum value of the ratio of the over turning moment to the resisting moment under the following operating conditions:
 - i) Dipper at maximum force digging position with crawler tracks perpendicular to the face of the cut
 - ii) Dipper at maximum force digging position with crawler tracks parallel to the face of the cut
- d. Detailed mechanical and electrical descriptions and specifications of the shovel
- e. Layout drawings and detail description of all machinery including method of power transmission, mounting details and method of alignment
- f. Details of the type and method of drive systems offered
- g. Performance curves of hoist, crowd, swing and propel motions
- h. Schematic drawings of the automatic lubrication system, and the details of the supplier, number, type and function
- i. Details of productivity and Health management System of the equipment
- j. Details of major bought-out assemblies and sub-assemblies including manufacturer and complete addresses, type etc.
- k. Operation and maintenance manuals in accordance with ISO 6750
- l. Description of protection instruments and monitoring features of the supply circuits and drive system
- m. Complete technical specification of all wire ropes including length, diameter, construction and lubrication.
- n. Comprehensive commercial literature specification complying relevant ISO standard.

10.3 Dimensions, Weights and performance details

10.3.1 Working Ranges

- a) Maximum cutting height (m)
- b) Maximum cutting radius (m)
- c) Maximum dumping height (m)
- d) Dumping radius at maximum height (m)
- e) Dumping height at maximum radius (m)
- f) Dumping radius maximum (m)
- g) Cutting depth below ground level (m)
- h) Radius of clean up (m)

Section VI - Technical Specifications

10.3.2 Basic Dimensions

- a. Clearance radius, boom point (m)
- b. Clearance height, boom point (m)
- c. Clearance radius, rear (m)
- d. Clearance under upper frame (m)
- e. Clearance under lower frame (m)
- f. Clearance height, gantry (m)
- g. Clearance height, cab (m)
- h. Clearance width, cab without walkways (m)
- i. Operator's eye level height (m)
- j. Ground to Boom foot pin (m)
- k. Center of rotation to boom foot (m)

10.3.3 Machine Weights

- a. Shipping weights of all separate components (kg)
- b. Working weight (kg)
- c. Ballast (kg)

10.3.4 Performance

- a. Bail pull at peak power (kN)
- b. Bail speed at peak power (m/sec)
- c. Crowd force at peak power (kN)
- d. Crowd speed at peak power (m/sec)
- e. Maximum digging force (kN)
- f. Reach at maximum digging force (m)
- g. Swing torque at peak power (kNm)
- h. Swing speed at peak power (rad/sec)
- i. Maximum swing torque (kNm)
- j. Tractive effort at peak power (kN)
- k. Propel speed at peak power (m/sec)
- l. Total cycle time (sec) 90⁰ and 120⁰swing

10.3.5 Power ratings

Power Voltages and frequency [indicating the fluctuations these can be subjected to]
Power factor at rated load

- Continuous motor kW ratings
 - a) Hoist
 - b) Crowd
 - c) Swing
 - d) Propel

Section VI - Technical Specifications

- Peak Input power in kW
 1. Hoist
 2. Crowd
 3. Swing
 4. Propel

10.3.6 Dipper

- a. Capacity (cu.m) and weight (kg)
- b. Capacity range (cu.m)

10.3.7 Front End

- a. Boom length, center to center (m) and weight (kg)
- b. Dipper handle, effective length (m) and weight (kg)
- c. Point sheave pitch diameter (m)

10.3.8 Crawler Mounting

- a. Crawler length, standard (m)
- b. Crawler width, standard(m)
- c. Crawler belt width, standard (m)
- d. Bearing area (m²)
- e. Bearing pressure (kPa)
- f. load rollers, number per crawler
- g. Load roller, diameter (m)
- h. Driving sprocket, diameter (m)
- i. front idler roller, diameter (m)
- j. Center to center of sprockets and idler (m)
- k. Crawler shoes width and total number
- l. Gradeability (%)

10.3.9 Circle gear and roller path

- a) Swing gear pitch diameter (m)
- b) Width of teeth (m)
- c) Roller path diameter (m)
- d) Rollers, number and diameter (m)

10.3.10 Hoist

Hoist drum diameter (m)

10.3.11 General

- a) Quantity, Size and specification of ballast required
- b) Specifications of all wire ropes including length, diameter and construction
- c) Details, number and location of fire extinguishers
- d) Details of the basic functions of the Graphic User Interface (GUI) installed in the offered model.

Section VI - Technical Specifications

Equipment Acceptance

The Equipment ordered will be finally accepted subject to the Supplier demonstrating to the Purchaser or its authorised representative (may be third party) that the equipment, or assembly or sub-assembly (selected at random by the Purchaser) when tested, meets the Performance Data provided by the Supplier in accordance with the requirements of clause 10. In case if testing facility for a particular parameter is not available at site, the Equipment ordered will finally be accepted subject to submission of Manufacturer's certified test copy for that parameter of performance data provided by the supplier in accordance with the requirements of clause 10. A detrimental deviation of up to 2½% will be accepted

- 1 Cycle Time at 90 deg swing To be tested at project site after commissioning, under operating conditions as stated in the Tender. The equipment may be operated, at the Supplier's discretion, either by the Supplier's personnel (who are to be deployed for training as per contract) or by the Purchaser's personnel who are to be authorised by the Supplier.

- 2 Hourly Power Consumption To be tested at project site after on 30 (thirty) operating days' average immediately after commissioning under operating conditions as stated in the Tender. The equipment may be operated, at the Supplier's discretion, either by the Supplier's personnel (who are to be deployed for training as per contract) or by the Purchaser's personnel who are to be authorised by the Supplier.

- 3 HoistPerformance, Crowd Performance, Swing Performance, Swing Loading and Propel Performance To be tested by Equipment manufacturer and test data/report should be submitted.

Sample Forms

Letter of Bid

To
Coal India Limited,
Coal Bhawan
Premises No. 4,
Action Area IA,
New Town, Rajarhat,
Kolkata-700 156,
India

Dear Sirs,

Sub: Tender No.

1. Having examined the Tender Document including Addenda/Corrigenda, if any (insert numbers), we, M/s. (..... name of the bidder firm.....) represented by the undersigned, Mr/Ms..... Employee/ Partner /Legal Attorney / Proprietor /Accredited Representative, offer to supply and deliver (description of Goods and Services) vide our offer No.....datedin conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We agree to abide by this bid for a period of 120 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted alongwith the tender are genuine, authentic, true and valid.
8. We confirm that if any information or document submitted is found to be false / incorrect forged/tampered in any way, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm along with all partners of the firm as per provisions of tender document/Purchase Manual of CIL/Provisions of law in force.
9. We have never been banned or delisted or debarred or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

Section VII - Sample Forms

We were banned or de- listed or debarred or Put on Holiday by the organization named “-----” for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

Note: In case bidder is Indian Agent/ Indian subsidiary/Office of an Indian/foreign manufacturer, its Indian/foreign manufacturer shall also give above declaration in the Manufacturer’s Authorisation form, Annexure-4 as per clause-9, SCC, Section-IV.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Seal _____

Duly Authorised to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder alongwith the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India, if executed in India or if the authorisation is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata.
3. In case the person who has signed LOB is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-2]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

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

(On NON JUDICIAL STAMP PAPER)

We do hereby authorise M/s. /Mr..... Address whose DSC is mapped in the name of the bidder, for online bidding on behalf of us for Tender No. Dated invited by CIL on <https://coalindiatenders.nic.in>.

Name, Signature & Seal of the person who has signed Letter of Bid

And is Authorising the DSC Holder for online bidding.

Name, Signature & Seal of the DSC Holder having DSC mapped in the name of the bidder, Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

Details of Bidder

Sl	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of the Bidder	
3	Registered office address of the Bidder	
4	Phone /fax/email id of registered office	
5	Name & Full Address of Manufacturer (If bidder is Indian Agent/India office/ Indian Subsidiary)	
6	Full Address of Factory of Manufacturer	
7	Phone /fax/email id of factory	
8	Name & designation of person signing LOB and Pre-Contract Integrity Pact	
9	Phone /Cell no/email id of person signing LOB and Pre-Contract Integrity Pact	
10	Nature of company (PSU/Private/Partnership/ others)	
11	Ownership details of the bidder's business entity (Proprietorship/ Partnership/ Joint Stock Co/others)	
12	Name and address of the Owners/Board of directors	
13	IT Permanent Account Number (PAN) of Indian Entities	
14	GST No. of Indian Entities	

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

Manufacturer's Authorization Form

(Please see Clause-5.1.(iii) & (iv) of Instructions to Bidders)

M/s. Coal India Limited,
Coal Bhawan
Premises No. 4,
Action Area IA,
New Town, Rajarhat,
Kolkata-700 156,
India

Dear Sir

Sub: Tender No.

WHEREAS we, [name of manufacturer] who are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and as a matter of corporate policy do not quote directly,

Do hereby authorize our [Name & Address of Indian Agent/ Indian Office/ Indian Subsidiary] to submit a bid and sign the Contract with you on our behalf against the above Tender.

We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period as well as ensure supply of spares & consumables even beyond contract period as stipulated in the relevant clauses of the tender document.

In the event of failure on the part of Indian Agent / Indian Office / Indian Subsidiary in fulfilment of contractual obligations or change in Indian agency or closure of Indian Office/ Indian Subsidiary for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support CIL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document for Indian Agent/Indian Office / Indian Subsidiary.

We also confirm that we have never been banned or delisted or debarred or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned or delisted or debarred or Put on Holiday by the organization named "-----
-----" for a period of ----- year(s) effective from ----- to --
-----for ----- (the reasons to be mentioned).

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].

Section VII - Sample Forms

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the “Authority” to bind the Manufacturer. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the Manufacturer.

Power of Attorney-should be sufficiently stamped as per the laws of India, if executed in India or if the authorisation is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata and the power to get it adjudicated should be mentioned in/ conferred by the Manufacturer’s Authorization Form and should be submitted by the Bidder alongwith its bid.

Declaration by the Principal Manufacturer Form

(Please see Clause-5.1.(v), 6.(i) & 6 (ii) of Instructions to Bidders)

M/s. Coal India Limited,
Coal Bhawan
Premises No. 4, Action Area IA,
New Town, Rajarhat,
Kolkata-700 156, India

Dear Sir,

Sub: Supply of _____(Name Make and Model of Machine)_manufactured in India.
Ref: Tender No. -----for supply of-----machine

We (Principal manufacturer) have decided to manufacture (Name and model of the machine or range of machine) in India. The manufacturing activity shall be taken up by M/s.....having Registered office at (Address)in their manufacturing facility at(Address of factory)who have submitted their bid against this tender.

In this regard we certify the following:

1. That M/s-----(Name of Bidder)-----is having sufficient infrastructure and vendor base in India in addition to direct support from us to under take the manufacturing as per our design and specification, quality assurance and testing of the machine in their works in India.
2. That the equipment being quoted by M/s_____in this tender No._____shall be manufactured in India.
3. That the equipment along with spares and consumables to be supplied against this tender will have indigenous content of not less than 50%.
4. We have entered into a technical collaboration agreement/ license agreement with M/s (Name of bidder) for manufacturing of the above equipment (Collaboration Agreement/ license Agreement enclosed).

OR (Strike of whichever not applicable)

M/s (Bidder) is our Indian Subsidiary/Indian Manufacturing Entity and we have sufficient Managerial control over the (Bidder)_with respect to the manufacturing, testing & quality control and supply with respect to the quoted machine.(Copy of valid Legal Document/ Agreement i.e. MOU, Certificate of Incorporation as subsidiary of Principal Manufacturer to be enclosed for manufacturer quoting under Indian Manufacturing Entity of Principal Manufacturer).

5. In the event of failure on the part of Indian Collaborator/Licensee/ Indian Subsidiary/ Indian Manufacturing Entity in fulfilment of contractual obligations or closure of

Section VII - Sample Forms

Indian Collaborator/ Licensee/ Indian Subsidiary/ Indian Manufacturing Entity for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support CIL as well as execute the remaining period of the contract our selves or through another competent Indian entity fulfilling the eligibility criteria stipulated in the tender document under clause. 5.1.v), 6.(i), 6.(ii) of ITB, as applicable.

6. We undertake for the successful performance of the equipment with the indigenisation carried out by the indigenous manufacturer during lifetime of the equipment.
7. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.
8. We confirm our acceptance to be a signatory to the contract in case of acceptance of offer of our Indian Collaborator /Licensee/ Indian Subsidiary/ Indian Manufacturing Entity of Foreign Manufacturer.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].

Note:

- a. This letter of authority should be on the letter head of the Manufacturer and should be signed by a person competent and having the “Authority” to bind the Manufacturer. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the Manufacturer.
- b. Notarized copy of their collaboration agreement / license agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid atleast up to supply and commissioning of equipment.
- c. Notarized copy of MOU /Certificate of Incorporation as subsidiary of Principal Manufacturer to be enclosed for Manufacturer under Indian Subsidiary/ Indian Manufacturing Entity of Principal manufacturer.
- d. Depending on the status of the bidder the portion not applicable under point no.4 may be strike off.

Section VII - Sample Forms

Annexure- 5

Format for submitting price break up for Consumables Spares & Consumables for first 12 months of warranty period quoted in INR

For Consumables Spares & Consumables for first 12 months of warranty period from the date of commissioning of Equipment quoted in INR for an Equipment																
			Unit Values (in Rs.)													
Sl No.	Item Description with part no. (if any)		Unit of Measurement (UOM)	FOR Destination Price	GST		Landed Price	Input Tax credit Amount	Net Landed Price after deducting Input Tax credit	Quantity of Consumables Spares & Consumables Quoted per equipment	Quantity of equipment	Total FOR Destination Price per equipment	Total GST Amount per equipment	Total Landed Price for Consumables Spares & Consumables for first 12 months of warranty period per equipment without deducting Input Tax credit (in Rs.)	Total Net Landed Price for Consumables Spares & Consumables for first 12 months of warranty period per equipment after deducting Input Tax credit (in Rs.)	
					Rate	Amount										
1	2		3	4	5	6=4*5	7=4+6	8=6	9=7-8	10	11	12= 4*10	13= 6*10	14=7*10*11	15= 9*10*11	
	Consumables Spares										1					
	Description	Part No.														
	Consumables															
	Description	Full specification														
												TOTAL	X1	X2		

Note:-1. Templates for BOQ in excel format will be designed suitably in line with the above format.

1. 'X1' & 'X2' values should be entered in the INR sheet of BOQ template.

Section VII - Sample Forms

Annexure- 6

Format for submitting price break-up for Spares & Consumables for 2nd & 3rd year, 4th & 5th year and 6th to 8th year operation quoted in INR separately for 2nd & 3rd year, 4th & 5th year and 6th to 8th year for an Equipment

For Spares & Consumables for 2nd & 3rd year, 4th & 5th year and 6th to 8th year of operation quoted in INR separately for 2nd & 3rd year, 4th & 5th year and 6th to 8th year for an Equipment															
Sl. No.	Item Description with part no. (if any)	Unit of Measurement (UOM)	FOR Destination Price	Unit Values (in Rs.)					Quantity of Consumables Spares & Consumables Quoted per equipment	Quantity of equipment	Total FOR Destination Price per equipment	Total GST Amount per equipment	Total Landed Price for Spares & Consumables for 2nd & 3rd year, 4th & 5th year and 6th to 8th year (as the case may be) of operation per equipment without deducting Input Tax credit (in Rs.)	Total Net Landed Price for Spares & Consumables for 2nd & 3rd year, 4th & 5th year and 6th to 8th year (as the case may be) of operation per equipment after deducting Input Tax credit (in Rs.)	
				GST		Landed Price	Input Tax credit Amount	Net Landed Price after deducting Input Tax credit							
				Rate	Amount										
1	2	3	4	5	6=4*5	7= 4+6	8=6	9=7-8	10	11	12= 4*10	13= 6*10	14=7 *10*11	15= 9*10*11	
	Consumables Spares									1					
	Description	Part No.													
	Consumables														
	Description	Full specification													
											TOTAL	X1	X2		

Note:-1. Templates for BOQ in excel format will be designed suitably in line with the above format.

2. 'X1' & 'X2' values should be entered in the INR sheet of BOQ template.

Annexure-7

**NO FORMAT
NOT APPLICABLE**

**NO FORMAT
NOT APPLICABLE**

**NO FORMAT
NOT APPLICABLE.**

Details of Training Charges

e-Tender No

1	2	3	4	5	6	7	8	9	10	11
Sl no.	Type of Personnel	At Manufacturer's Training Facility available in India				At Site				Total Charges
		No.	Period (Week)	Total Man Weeks (3x4)	Rate Per Man Per Week	No.	Period (Week)	Total Man Weeks (7x8)	Rate Per Man per week	(5x6)+(9x10)
					Rs				Rs	

Signature and
Seal of the
Bidder

Note:

1. The details of Training Charges are to be given separately for each ER shovel alongwith Price- Bid in Cover-II under the folder named "BOQ 2".
2. However, a confirmation of the same is to be given in the techno-commercial bid (Cover-I) **without indicating prices.**

Contract Format

This Agreement made the _____ day of _____ 20—between (name of Purchaser with full address and country of Purchaser) (hereinafter referred to as the “Purchaser” **which expression shall unless repugnant to the context or meaning thereof, includes its successors**) of the one part and (Name of **Manufacturer** with full address and country of **Manufacturer**) (hereinafter referred to as the “Supplier”- (wherever the manufacturer is directly submitting the bid. In the event of submission of bid through an Indian Agent/ Indian Office/ Indian Subsidiary of Manufacturer, the following is to be added as **Manufacturer represented by ----name and full address of the Indian Agent/ Indian Office/ Indian Subsidiary**) (hereinafter referred to as the “Supplier” **which expression shall unless repugnant to the context or meaning thereof, includes its successors and permitted Assigns**) of the other part.

WHEREAS the Purchaser invited bids for certain Goods and ancillary Services, viz (Brief description of Goods and Services) and has accepted a bid by the supplier for the supply of those Goods and Services in the sum of (Contract Price in words and figures) (hereinafter “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - (a) the Techno- Commercial Bid and Price-Bid submitted by the Bidder
 - (b) the Schedule of Requirements & Delivery Schedule
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract
 - (f) the Purchaser’s Notification of Award
 - (g) the Pre-Contract Integrity Pact
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the Goods and Services which shall be supplied /provided by the Supplier are as under:

Section VII - Sample Forms

Sl. No.	Name of Project	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms: (CIF / FOR Destination etc.)

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed the day and year first above written.

Signed, Sealed and Delivered by the Said (name of representative)

Signed, Sealed and Delivered by the Said (name of representative)

For the Purchaser

For the Supplier

Name -----
Designation-----
Name of Company-----

Name -----
Designation-----
Name of Company-----

Witnesses:

Witnesses:

1. Name -----
Designation-----
Name of Company-----

1. Name -----
Designation-----
Name of Company-----

2. Name -----
Designation-----
Name of Company-----

2. Name -----
Designation-----
Name of Company-----

Note: In case the successful bidder happens to be an authorised Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, a tripartite contract will be concluded with the bidder, alongwith the foreign manufacturer.

Security Deposit Bank Guarantee Proforma

Not Applicable

Performance Bank Guarantee Format

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

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

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

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

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

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

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

Section VII - Sample Forms

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the.....day of.....but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

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

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

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

Place.....

Signature of the authorised person
For and on behalf of the Bank.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

Section VII - Sample Forms

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

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

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

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

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

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

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

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

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

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign

Section VII - Sample Forms

principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

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

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

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

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

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

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

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

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

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

Section VII - Sample Forms

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor

Section VII - Sample Forms

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

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

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

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

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

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

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

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

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

Section VII - Sample Forms

Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

Section VII - Sample Forms

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

**Pro-forma of Commissioning Certificate to be issued by the Purchaser after Successful
Commissioning of Equipment/Plant**

No. :

Date :

M/s:

Sub : Certificate of Commissioning of Equipment/Plant

1. This is to certify that the equipment/ plant as detailed below has been received in good condition along with all the standard and special accessories and a set of spares in accordance with the Contract / specifications. The same has been installed and commissioned as detailed below.:

(a) Contract No. _____ Date _____

(b) Description and Model of the Equipment/Plant

(c) Details of Commissioning:

Manufacturer's Equipment / Plant Sl. No.	Date of Commissioning (date/month/year)
--	--

(d) Bill of Lading No. & Date

(for imported contract)

(e) Name of the Vessel / Transporter

(f) R/ R Consignment Note/ Challan No. _____
Date _____

(g) Date of receipt of last consignment of equipment _____

(h) Name of the Project/ Consignee _____

2. Details of Accessories / Spares & Consumables for warranty period not yet supplied and recoveries to be made on that account :

Sl. No.	Description	Amount to be recovered
---------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

Section VII - Sample Forms

4. The supplier has fulfilled his contractual obligations for successful commissioning satisfactorily:

Or

The supplier has failed to fulfil his contractual obligations with regard to the following:

- (a)
 - (b)
 - (c)
 - (d)
5. The amount of recovery on account of non-supply of accessories and spares is given under paragraph number 2.
6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature (s)

Name(s)

Designation(s) with Stamp

Explanatory notes for filling up the commissioning certificate by the Purchaser

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents / drawings pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the plant in time, i.e. within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the plant.

The commissioning certificate shall be signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of subsidiary company.

In the event of documents / drawings having not been supplied or installation and commissioning of the plant having been delayed on account of the Supplier, the extent of delay should always be mentioned.

Format for Bank Details for Electronic Payment

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

Dear Sir,

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

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

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

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

Authorized Signatory
Name:
Official Stamp with date

Bank Certification

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

Authorized Signatory
Name:
Official Stamp with date

Proforma for Equipment And Quality Control

Reference : CIL/Subsidiary Co. _____

Tender No. _____

Date _____ for supply of _____

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) Fax No. / E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Details and stocks of raw materials held.
8. Production capacity of items quoted for with the existing plants and machinery
 - (a) Normal
 - (b) Maximum
9. Details of arrangements for quality control products such as laboratories etc.
10. (a) Details of technical supervisory staff in-charge of production and quality control.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed
 - (d) Maximum number of workers (skilled and unskilled) employed on any day during 18 months preceding the date of application.
11. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

(Signature of Tenderer)

NB: Details against sl nos. 5 to 11 inclusive need be restricted to the extent they pertain to the items under reference

Bid Securing Declaration Form

To
Coal India Limited,
Coal Bhawan
Premises No. 4,
Action Area IA,
New Town, Rajarhat,
Kolkata-700 156,
India

Dear Sirs,

Sub: Tender No.

We hereby declare that that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or any other default which attracts forfeiture of EMD (as prescribed in existing purchase manual) as defined in the request for bid document, we are agreeable to be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Seal _____

Duly Authorised to sign bid for and on behalf of _____

Section VII - Sample Forms

Annexure – 19

Check list of Documents to be uploaded in Technical Bid

The Bidder shall upload the scanned copies of the following documents in suitable folders/spaces in Technical Bid as mentioned below:

Sl No	Document	NIT Clause Ref. No.	Folder Name*
1	Detailed schedule of all necessary oils, lubricants, fluids for the operation and maintenance of the equipment indicating the estimated annual consumption and specifying the appropriate international standard number or the name and the reference number of an equivalent available in India considered to be acceptable by the supplier, duly signed and stamped.	Sec-VI, Tech Specs, Part C, Clause-C.6.4	Tech Doc -2
2	Quality assurance plan for various stages of manufacture complying with an Internationally recognized quality assurance standard such as ISO 9000 or its equivalent	Sec-VI, Tech Specs, Part C, Clause-C.10.1	Tech Doc -1
3	In case of any superseded or equivalent standards, offered against the ISO standards indicated in the NIT, documentary evidence in form of copies of such superseded /equivalent standards certifying that offered standards are identical to the corresponding ISO standards of NIT.	Sec-VI, Tech Specs, Part D, Clause - 2	Tech Doc -1
4	Technical Details of offered centralized automatic lubrication system indicating the name of manufacturer and Indian equivalent of the recommended lubricants, duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause-4.11	Tech Doc -2
5	Certificate as an undertaking that a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of the equipment along with other documents, for fire extinguisher including materials and chemicals used in fire suppression system from any Government or Government approved Laboratory in compliance with relevant Indian Standards as per DGMS (Approval) Circular No. 02 dated 08th July 2013.	Sec-VI, Tech Specs, Part D, Clause-4.15.Fire Extinguishers	Tech Doc -2
6	a) Technical Details of offered automatic fire detection and suppression system indicating the name of manufacturer, duly signed and stamped. b) Certificate as an undertaking that a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of the equipment along with other documents, for AFDSS including materials and chemicals used in fire suppression system from any Government or Government approved Laboratory in compliance with relevant Indian Standards as per DGMS (Approval) Circular No. 02 dated 08th July 2013.	Sec-VI, Tech Specs, Part D, Clause -4.16	Tech Doc -2
7	The supplier shall specify the detail design of AC Drive system to get optimum output of Hoist/ Crowd/ Swing/ Propel.	Sec-VI, Tech Specs, Part D, Clause-5.2-Drive system.	Tech Doc -2

Section VII - Sample Forms

8	Details of each drive motors and its operation/ insulation etc. to be specified by the supplier.	Sec-VI, Tech Specs, Part D, Clause-5.3-Motors.	Tech Doc -2
9	The supplier shall state the method of power factor correction if required/proposed.	Sec-VI, Tech Specs, Part D, Clause -5.5 Power Factor Correction and Harmonic Suppression:	Tech Doc -2
10	Details of expected life of major assemblies before first overall as per table indicated.	Sec-VI, Tech Specs, Part D, Clause-9	Tech Doc -2
11	Self- certified information in respect of offered/ similar model of equipment supplied during last 10 years to be furnished as per the format given at clause - 10.1, General (a).	Sec-VI, Tech Specs, Part D, Clause -10.1, General (a).	Tech Doc -3
12	Details of Special tools to be provided along with equipment, duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause -10.1, General (b).	Tech Doc -3
13	Details of Erection programme, duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause-10.1, General (c)	Tech Doc -3
14	Technical Details in respect of all the points covered under clause-10.2 (a to n) along with detail description, calculations, layout drawings and curves/ graphs etc. point by point duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause -10.2	Tech Doc -3
15	All values, information, description in respect of Clause - 10.3 & all its sub-clauses from 10.3.1 to 10.3.11, point by point duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause -10.3	Tech Doc -4
16	Complete list of consumable spares and consumables required for first 12 months of warranty period from the date of commissioning of the equipment (without prices). This list is to be given for one equipment.	Sec.-VII, Sample Forms, Annexure - 5	Tech Doc -5
17	Complete combined list of spares and consumables required for 2 nd & 3 rd year of operation from the date of commissioning of the equipment (without prices). This list is to be given for each equipment.	Sec.-VII, Sample Forms, Annexure - 6	Tech Doc -5
18	Complete combined list of spares and consumables required for 4 th & 5 th year of operation from the date of commissioning of the equipment (without prices). This list is to be given for each equipment.	Sec.-VII, Sample Forms, Annexure - 6, as applicable	Tech Doc -5
19	Complete combined list of spares and consumables required for 6 th to 8 th year of operation from the date of commissioning of the equipment (without prices). This list is to be given for each equipment.	Sec.-VII, Sample Forms, Annexure - 6, as applicable	Tech Doc-5
20	Documents establishing bidders eligibility and qualifications 17.A.(i)c,d,e;17.A.(ii)f,g,h; 17.A.(iii)f,g,h;17.A.(iv)g, h, i, j; 17.A.(v) to 17.A.(viii)	Sec-II,ITB,clause-17	ELIGIBILITY TECHNICAL DOCs

Section VII - Sample Forms

Annexure – 19(contd.)

Check list of Documents to be uploaded in Techno - Commercial Bid (Commercial)

The bidder shall upload the scanned copies of the following documents in suitable folders / spaces in Techno-Commercial Bid as mentioned below:-

Sl	Commercial Document	Clause Ref No.	Folder Names
1	In case equipment manufacturer is quoting against the tender, documents indicated at clause- 17.A.(i) Commercial	Sec-II, ITB, clause- 5.1(i) or (ii) & clause- 17.A (i) Commercial	ELIGIBILITY COMMERCIAL DOCs
2	In case authorised Indian Agent is quoting on behalf of manufacturer, Manufacturer's Authorization Form along with Power of Attorney	Sec.-II, ITB, clause- 5.1(iii) & Sec-VII, Sample Forms, Annexure-4.	ELIGIBILITY COMMERCIAL DOCs
3	In case authorised Indian Agent is quoting on behalf of manufacturer, documents indicated at clause- 17.A.(ii) & 17.(B) Commercial	Sec.-II, ITB, clause- 5.1(iii) & clause - 17.A(ii) & 17.(B) Commercial	ELIGIBILITY COMMERCIAL DOCs
4	In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, Manufacturer's Authorization Form along with Power of Attorney	Sec.-II, ITB, clause- 5.1(iv) & Sec-VII, Sample Forms, Annexure-4.	ELIGIBILITY COMMERCIAL DOCs
5	In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, documents indicated at clause- 17.A.(iii) Commercial.	Sec.-II, ITB, clause- 5.1(iv) & 17.A (iii) Commercial	ELIGIBILITY COMMERCIAL DOCs
6	Collaboration Agreement/ Licensee Agreement/ MoU	Sec.-II, ITB, clause- 5.1(v) & 17.A (iv) & 17.A (xii).a,c Commercial	ELIGIBILITY COMMERCIAL DOCs
7	All other documents establishing bidder's eligibility and qualifications	Sec.-II, ITB, clause- 14.2 (iv) (b) Commercial & clause- 17 (A) Commercial & (B)	ELIGIBILITY COMMERCIAL DOCs
8	Letter of Bid (LOB) in the bidder's letter head as per format given at Annexure – 1, Sample Form, Sec-VII along with Power of Attorney.	Sec.-II, ITB, clause- 14.2 (i), Sec.-VII Sample forms	LOB DOCs
9	In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-2) by the person signing the LOB in favour of person bidding online.	Sec.-II, ITB, clause- 14.2 (i), Note	LOB DOCs
10	Details of bidder as per format given in Annexure –3, Sample Forms, Sec-VII.	Sec.-II, ITB, clause- 14.2 (ii) & Annexure – 3, Sample Forms, Sec-VII	COMMERCIAL DOCs
11	Bid Securing Declaration Form	Sec.-II, ITB, clause-16	COMMERCIAL DOCs
12	Pre-Contract Integrity Pact duly filled-in, signed & stamped on each page.	Sec.-II, ITB, clause- 14.2 (iv) (c) & clause-	COMMERCIAL DOCs

Section VII - Sample Forms

Sl	Commercial Document	Clause Ref No.	Folder Names
		36 & Annexure-14, Sample Forms, Sec-VII	
13	Lowest Price certificate	Sec.-II, ITB, clause-14.2 (iv) (d) & Sec-IV, SCC, clause-8.2	COMMERCIAL DOCs
14	Confirmation that the bidder has quoted for the equipment along with the spares and consumables exactly as per the NIT requirement.	Sec.-II, ITB, clause-14.2 (iv) (e)	COMMERCIAL DOCs
15	Confirmation that details of training charges have been indicated in "BOQ 2".	Sec.-II, ITB, clause-14.2 (iv) (g) & Annexure-10, Sample Forms, Sec-VII.	COMMERCIAL DOCs
16	Notarised copies of registration certificate of NSIC/ BIS Licence and Approval certificates issued by other Independent Statutory Bodies of Govt. of India, if applicable.	Sec.-II, ITB, clause-14.6	COMMERCIAL DOCs
17	Bank details/ mandate form for e-payment	Sec-II, ITB, clause-16 (C), Annexure-16, Sample Forms, Sec-VII.	COMMERCIAL DOCs
18	Indigenous manufacturer to indicate the information for equipment with Project Concessional Duty (PCD) only. Not applicable for Foreign manufacturer and Indian agent of Foreign manufacturer.	Sec-II, ITB, Clause - 22.5.a), b), c)	BOQ 2
19	In case of the local supplier, a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.	Sec-II, ITB, Clause-37.3.a,	COMMERCIAL DOCs