

# **Coal India Limited**

(A Maharatna Company)

**Tender Number: CIL/C2D/20 Cum EHF Shovel/R-151/394**

**Date: 02/11/2023**

## **Tender Document**

**For the Supply, Installation and Commissioning of  
20 CuM Electric Hydraulic Face Shovels**

**Along with**

**Consumable Spares and Consumables for warranty  
period of one year and Spares & Consumables for post  
warranty period of 7 years under Spares Cost Cap**



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

**This Tender Document comprises the following Sections:**

1	Section – I	Invitation for Bids (IFB)
2	Section – II	Instructions To Bidders (ITB)
3	Section – III	General Conditions of Contract (GCC)
4	Section – IV	Special Conditions of Contract (SCC)
5	Section – V	Schedule of Requirement (SOR)
6	Section – VI	Technical Specifications
7	Section – VII	Sample Forms including Letter of Bid (LOB), Annexures & Checklist of documents to be uploaded
8	Other Documents	Bill of Quantity (BoQ) and Technical Parameter Sheet (TPS) containing Commercial Parameter Sheet (CPS) available against this tender on CIL's e-procurement portal shall also be deemed part of this Tender

**Executive Director(M&C)**  
**For and on behalf of Coal India Limited**

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## **Section I - Invitation for Bids (IFB)**

## Section I - Invitation for Bids

1. 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 **Supply, Installation and Commissioning of 20 CuM Electric Hydraulic Face 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 7 years under Spares Cost Cap** for its mining projects as described in Section-V “Schedule of Requirements”.
2. The tender document shall be available on the website of Coal India Limited ([www.coalindia.in](http://www.coalindia.in)), Central Public Procurement Portal ([www.eprocure.gov.in](http://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>).
3. 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.
4. **Details of tender**

1	Tender No.	<b>CIL/C2D/20 Cum EHF Shovel/R-151/394 dated 02.11.2023</b>
2	Type of Tender	Two Bid System with Reverse Auction (Global)
3	Estimated value of equipment and spares & consumables for 8 years of operation for tendered quantity	Rs. 266.16 crores (Approx.- Rounded off to whole number)
4	Earnest Money Deposit	Rs 50.00 Lakhs or USD 59,640/-
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Supply, Installation and Commissioning of 20 CuM Electric Hydraulic Face 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 7 years under Spares Cost Cap
7	e-Publishing date of Tender	04.11.2023
8	Downloading of Tender Document:	
	(i) Starts on	04.11.2023 From 11.00 hours (IST)
	(ii) Closes on	04.12.2023 From 17.00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	04.11.2023 From 11.00 hours (IST)
	(ii) Closes on	18.11.2023 From 17.00 hours (IST)
10	Pre-Bid Meeting	20.11.2023 At 11.00 hours (IST)
11	Online Submission of Offers:	
	(i) Start Date and Time	21.11.2023 From 11.00 hours (IST)
	(ii) Last Date and Time	04.12.2023 From 17.00 hours (IST)
12	Due date of Opening of Tenders (Cover-I)	05.12.2023 At 11.00 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
14	Start of Reverse Auction	Will be initiated normally within two hours after opening of Price-Bids (Cover-II) of Techno-Commercially acceptable bidders.

6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website by CIL. As such, bidders are requested to visit the website frequently till the last date and time of online submission of offers 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.
7. 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.
8. 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.
9. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

**Executive Director(M&C),  
Coal India Limited,  
Coal Bhawan, MM Department,  
1<sup>st</sup> 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: edmnc.cil@coalindia.in**



**Section II - Instructions To Bidders (ITB)**

**Section II - Instructions To Bidders (ITB)**

## **Section II - Instructions To Bidders (ITB)**

### **Instructions To Bidders (ITB)**

#### **1. Requirements for participation in e-tenders**

In order to submit the online offer on CIL's e-Procurement portal, 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 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. 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 bidder 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) The bidders who are eligible for purchase preference for being an MSE / 'Make in India (Class I- Local Supplier)' should enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder" at the time of online enrollment. In case of already enrolled bidders, they are required to modify their existing profile. In order to avail benefits available to preferential bidders, such bidders while submitting their bid against the tender must select to quote as "Preferential Bidder". The necessary documents in support of the eligibility for purchase preference should also be uploaded against the specified tender in order to avail the benefits.
- 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 authorized 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 0120-4001002, 0120-4001005 and 0120-6277787. International bidders are requested to pre-fix 91 as country code. 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, corporate e-mail id and mobile number in his offer.

## **Section II - Instructions To Bidders (ITB)**

### **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:** Foreign Manufacturers of the equipment of tendered capacity or higher are eligible to quote against the tender.
- ii) Indigenous Manufacturers:** Indigenous manufacturers of the equipment of tendered capacity or higher are eligible to quote against the tender. Indigenous Manufacturer can be 'Class-I Local Supplier' or 'Class-II Local Supplier' as defined under Clause-38, ITB, Section-II.
- iii) Indian Agent:** Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM /OES/ OPM or supplies of spares and consumables bundled with supply of equipment or supplies to customers not covered by dealer network due to geographical/ logistics constraints). However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organization in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above, it shall be liable for penal action for willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged document by the bidder or using any other illegal/unfair means as per provision of this NIT/ CIL Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by CIL.

The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of documents like certificate of incorporation / registration etc. along with the offer.

The Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in the same tender for the same item / product. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorize only one agent to quote in the same tender.

All the bids, not quoted as per the above guidelines, will be rejected.

The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.

## **Section II - Instructions To Bidders (ITB)**

In case the foreign/indigenous manufacturer is quoting directly, but has involvement of an Indian agent/Indian office/Indian subsidiary for the execution of certain activities against the tender, then the foreign/indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4b, Sample Forms, Sec-VII, signed and stamped by themselves i.e. manufacturer against the CIL Tender, indicating the Tender Reference No. and date along with the offer.

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

Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign Manufacturer can issue tender specific authorization in favor of an Indian agent, provided the Indian office / subsidiary itself is authorized by the foreign manufacturer to issue such authorization on their behalf. In such case also, i.e. the Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/ Indian Manufacturer having an Indian agent for the execution of certain activities against the tender, they shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4b, Sample Forms, Sec-VII, signed and stamped by themselves against the CIL Tender, indicating the Tender Reference No. and date along with the offer.

- v) **Indian Manufacturing entity of foreign 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 copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/MOU with foreign (principal) manufacturer digitally signed 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-4a, Sample Forms, Sec-VII, signed and stamped by the principal manufacturer to quote against the CIL Tender, indicating the Tender 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. If the documents are related to the OEM or principal, the self – certification of OEM or principal shall also be required.

In such case also, i.e. the Indian Manufacturing entity having an Indian agent for the execution of certain activities against the tender, they shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4b, Sample Forms, Sec-VII, signed and stamped by themselves against the CIL Tender, indicating the Tender Reference No. and date along with the offer.

## **Section II - Instructions To Bidders (ITB)**

- vi) **'Non-Local Supplier'**: 'Non-Local Supplier' as defined under Clause-38, ITB, Section-II is also eligible to quote.

### **5.2 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. 4) no. F.7/10/2021-PPD(1) dated 23.02.2023 of Department of Expenditure, Ministry of Finance, GoI; (in case of any change prior to 15 days from the tender publishing 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. Any bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity 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.
- iii. "Bidder" (including the term 'tender', 'consultant', 'vendor' 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.
- iv. 'Transfer of Technology' means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matter of interpretation of this terms shall be referred to the Registration Committee constituted by DPIIT, Ministry of Commerce and Industry, GoI and the interpretation of the Committee shall be final).
- v. 'Specified Transfer of Technology' means a transfer of technology in the sectors and/or technologies, specified below, occurring on or after 23.07.2020.
- vi. "Bidder (or entity) 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 incorporated, 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.
- vii. The beneficial owner for the purpose of (vi. d) above will be as under:

## **Section II - Instructions To Bidders (ITB)**

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;
  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.
- viii. An ‘Agent’, for the purpose of the Order, is a person employed to do any act for another, or to represent another in dealings with third persons.
- Note :
- a. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.
  - b. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.
- ix. Sensitive Sectors/Technologies (relevant only for the provision on ToT arrangements)
- a. Certain Sectors and Technologies have been identified as sensitive from the national security point of view. Mining and extraction (including deep sea project) i.e. which include Coal India Ltd. and its subsidiaries, is considered as Category-II sensitive Sector. The technologies as below are considered sensitive technologies:
    1. Additive Manufacturing (e.g. 3D Printing)

## **Section II - Instructions To Bidders (ITB)**

2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
  3. Any technology used for uploading and streaming of data including broadcasting, satellite communications etc.
  4. Chemical Technologies,
  5. Biotechnologies including Genetic Engineering and Biological Technologies.
  6. Information and Communication Technologies.
  7. Software
- b. For Category-II sensitive Sectors, bidders with ToT arrangement in the sensitive technologies indicated above, with an entity from a country which shares a land border with India shall require registration.
- c. In category II sensitive Sectors, the Secretary (or any officer not below the rank of Joint Secretary of GoI, so authorized by the Secretary) of the Ministry/Department of the GoI is empowered, after due consideration, to waive the requirement of registration for a particular item/application or a class of items/applications from the requirement of registration, even if included as Sensitive Technologies mentioned above. The Ministry/Department concerned shall intimate DPIIT and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/Departments of the GoI are not required to consult DPIIT / NSCS before deciding and are only required to intimate the decision to DPIIT/NSCS. If any point is raised by DPIIT/NSCS, it should be considered in future procurement; ongoing procurement for which such waiver was granted need not be interrupted or altered.
- x. The 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 (procurement of raw materials, components does not constitute sub-contracting).  
Note : Procurement of raw material, components etc. does not constitute sub-contracting.
- xi. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If a bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- xii. The above provisions will not apply to bidders (or entities) 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. Updated 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.  
Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC) including consumables for closed systems, from Original Equipment Manufacturers or their authorized agents, shall also be exempted from the requirement of registration.

## **Section II - Instructions To Bidders (ITB)**

xiii. All the bidders are required to submit the following certificates in the CPS:

- a) “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 this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby also certify that this bidder fulfils all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is attached, if applicable]”.
- b) “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 this bidder is 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 this bidder 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]”.
- c) “We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology arrangement. We certify that this bidder does not have any Transfer of Technology arrangement requiring registration with the competent authority” OR “We have read the clause regarding restrictions on procurement from abider having Transfer of Technology arrangement. We certify that this bidder has valid registration to participate in this procurement [evidence of valid registration by the Competent Authority is be attached, if applicable]”.

Note : If such certificates given by the bidder who bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with the Purchase Manual and law.

**5.3** The bidder / manufacturer shall have 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, trained technical manpower and training facilities for providing training to CIL’s personnel, etc. Details will also include information about the ownership of the facilities i.e. whether they are owned by the manufacturer or its authorized Indian Agent.

Note: The minimum criteria for After Sales Service Support facilities shall be as follows:

- i) Proper Depot / warehouse to store required spare parts for facilitating timely supply of spare parts and consumables required at the site for repair and maintenance of the requirement.
- ii) Workshop facilities comprising following for servicing, repairing and testing of assemblies/sub-assemblies of the offered equipment:
  - a) Adequate machine shop for the intended jobs;
  - b) Welding facilities of suitable capacity;
  - c) Repairing and assembling facilities of all major mechanical and electrical components including hydraulic items;
  - d) Proper tools and tackles including pneumatic /hydraulic torque wrenches of



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- suitable capacity;
  - e) Proper washing facilities
  - f) Compressor for associated works;
  - g) Suitable material handling facilities including EOT / mobile crane, forklifts, etc.
  - h) Proper testing and measuring tools to ensure quality of repair / assembled product.
- iii) Training facilities to impart classroom and on the job training to the CIL's personnel
  - iv) The facilities should have sufficient trained personnel to carry out all activities
  - v) The workshop/service centre shall also have facilities for testing and quality assurance of the components which will be repaired / serviced through vendors/sub-vendors.

In case the bidder/ manufacturer does not have the After Sales Service Support facilities in India, the bidder 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 period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value.

**Note:** In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent will also be acceptable on meeting minimum criteria as stipulated above and vice versa.

### **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 digitally signed 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 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 is willing to manufacture and offer / 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

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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 digitally signed 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. Provenness Criteria**

Procurement against this tender shall be made only for proven equipment on complying with the provenness of any of the clauses below or on complying with Clause 7.7.2, ITB of the NIT. Equipment offered by a bidder shall be considered proven as detailed herein below. The bidders should clearly indicate in their offer the sub-clause against which they claim to have quoted for proven equipment and evaluation shall be done only as per the sub-clause indicated.

- 7.1 The equipment offered by the bidder shall be considered proven provided the 01 no. of quoted model or similar equipment, as defined below, or combination thereof, must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/Public Sector Undertaking) and all of them performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender (window period).
- 7.2 In case the quoted model or similar equipment, as defined below, has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 05 nos. of offered or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender and all of them performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause-7.1.
- 7.3 In case the indigenous manufacturer is quoting the same / similar type & model of the

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equipment, as defined below, as supplied by their foreign collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 05 nos. of quoted model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender and all of them performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning. However, for worldwide population, foreign collaborator’s experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits digitally signed copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment. If the documents are related to the OEM or principal, the self – certification of OEM or principal shall also be required.

- 7.4 In case the indigenous manufacturer is quoting the same / similar type & model of the equipment, as defined below, as supplied by their licensor having valid IPR for the same type & model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 05 nos. of quoted model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender and all of them performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning. However, for worldwide population, the bidder’s and licensor’s experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits digitally signed copy of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment. If the documents are related to the OEM or principal, the self – certification of OEM or principal shall also be required.

- 7.5 Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous

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manufacturer:

In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment, as defined below, as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 05 nos. of offered model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender and all of them have performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning. However, for worldwide equipment population, the bidder’s and principal manufacturer’s experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits digitally signed copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. If the documents are related to the OEM or principal, the self – certification of OEM or principal shall also be required.

Note:

- i. “Satisfactory Performance” means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/contracts for a minimum period of three years from the date of commissioning. In case supply orders/contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied as mentioned at Clause-17A (ix). The performance of all the machines in the particular contract/order which have completed the required period of performance shall have to be provided for technical evaluation purpose.
- ii. If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause-7.7 below.
- iii. Performance report of supplies made to India will prevail over those made in foreign countries. The performance of quoted model or similar equipment supplied in foreign countries will be considered only when equipment has either not been supplied in India or if supplied, not completed required years of performance.
- iv. For the purpose of provenness of quoted model of the bidders supplied against the Trial Orders placed by CIL and/or its Subsidiaries, the performance of the total quantities of the Trial Order will be considered.

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- v. Copies of Purchase / Supply Order(s) placed on the other foreign subsidiaries of the OEM will be considered for provenness of the quoted model provided the link to the OEM is established.
- vi. Window period is 10 years from the date of opening of tender.

7.6 “Similar Equipment” shall be such equipment, which fulfils the following:

- a) Performs almost identical operations as the quoted model.
- b) Should be equal to or higher than the tendered capacity.
- c) should have the same drive line / system as per the offered equipment.

7.7 Acceptance Criteria for Similar Equipment

7.7.1 If the bidder claims provenness of the quoted model based on similar equipment as per sub-clause 7.6 above, then the similar equipment should have performed satisfactorily for a minimum period of three (03) years from the date of commissioning along with satisfactory performance of quoted model for a minimum period of one (01) year from the date of commissioning within the window period as indicated above. The performance of all the machines in the particular order which have completed one year shall have to be provided i.e. if the supply order contains more than one (01) quantity of quoted model, bidder has to submit the performance report of all the quantities of the quoted model which have completed one year of operation, for technical evaluation purpose.

7.7.2 If the bidder claims provenness of the quoted model based on similar equipment as per sub-clause 7.6 above and the similar equipment has performed satisfactorily for a minimum period of three (03) years from the date of commissioning but quoted model has not worked for a minimum period of one (01) year from the date of commissioning within the window period as indicated above, then the offer may be accepted subject to following conditions:

- a) The quoted model should have been designed, manufactured and supplied to the end-user but has not been commissioned or if commissioned, has not completed one year of operation after the commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.

or

The quoted model is an upgraded version of the existing model with improved and the latest drive line / system etc. and has not been manufactured and/or supplied earlier. In such case, the basic model should remain the same. Documentary evidence of past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer. However, any mandatory changes related to safety items, operator’s cabin design, inclusion of PMS & HMS systems, minor changes may be considered same as quoted model. In such case, the name of the quoted model mentioned in the offer including TPS must be the same as the model mentioned in the copy of the Supply / Purchase Order, commissioning certificate(s) and performance certificate(s) submitted with the offer and the firm may quote under relevant clause of provenness.

- b) (i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement, Section – V, Part I, Table –B;

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- (ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot. The validity of the additional PBG shall be sufficient to cover the performance of the 1<sup>st</sup> lot and the period taken for issuance of clearance from the order issuing authority for supply of the remaining quantity.
- c) On satisfactory performance of all the equipment of first lot for one year from the date of commissioning [to be certified by the General Manager (Excavation)/ HOD of the subsidiary company], clearance shall be obtained from the Order Issuing Authority for supply of the remaining quantity, if any, as per Schedule of Requirement, Section – V, Part I, Table –B;
- d) The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning.
- e) The original 10% PBG as mentioned in the clause-2 of SCC will be retained for entire contract period as per PBG clause of NIT.

### **Note:**

In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualify as per above sub clause 7.7.2, the following shall be applicable:

- i) The 100% Additional Performance Bank Guarantee for the first lot of equipment shall be encashed by CIL. Consequent upon the encashment of the 100% Bank Guarantee due to non-achievement of stipulated minimum availability percentage, the Supplier shall take back the equipment at no cost to the Purchaser and the contract for the balance quantity shall be cancelled.
- ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of first lot of equipment.
- iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CIL & subsidiaries for any capacity of this type of equipment.
- iv) In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. the differential amount of Normal Customs Duty (NCD) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier.

## **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.

## **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);

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- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Specifications;
- f. Letter of Bid (LOB);
- g. Manufacturer's Authorization Form;
- h. Principal Manufacturer's Declaration Form ;
- i. Manufacturer's Declaration Form
- j. Contract Format;
- k. Security Deposit Bank Guarantee Format;
- l. Performance Bank Guarantee Format;
- m. Format for Pre-Contract Integrity Pact;
- n. Technical Parameter Sheet (TPS) in Excel Sheet in the e-procurement portal;
- o. Bill of Quantity (BOQ) in Excel Sheet in the e-procurement portal;
- p. 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 last date of submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal, after holding Pre-Bid Conference as described below but 7 (seven) days before the last date for online submission of bid. 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, e-Procurement Portal and CPP Portal. The clarifications shall be of explanatory nature only without altering the basic tenets of the tender documents.

### **11. Pre-Bid Conference**

A Pre-Bid conference will be held at the office of the Purchaser/ online on [20.11.2023] at [11.00 A.M]. The Bidder's authorized representative who can actively participate and contribute in the conference, 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. Failure to attend pre-bid conference does not restrict the intending bidders from submitting the bid.

Bidders are requested to send their questions online through CIL's e-procurement portal not later than 15 (fifteen) days prior to the last date of submission of bid. 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.

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

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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 accordingly and also extending the due date and time, if required, for submission/opening of bids suitably.

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.

### **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 authorized signatory of the bidder who has signed the LOB, as a token of authentication of the same.

### **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-16], 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:**

a. The person who has signed Letter of Bid physically should bid online while



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- submitting the offer with his DSC mapped in the name of bidder
- b. 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.
- (b) Technical Documents establishing bidder’s eligibility & qualifications as per Clause-17, ITB, Section-II.
- (c) Documents towards provenness as per Clause-7, ITB, Section-II.
- (d) Complete list of consumable spares and consumables required for first 12 months of warranty period from the date of commissioning of each equipment (**without prices**) as per [Annexure-5 or 7], as applicable, Sample Forms, Section-VII.
- (e) In case, bidder is quoting for equipment in foreign currency, they may supply the items of the offered equipment as given in the Part – E of technical specification of NIT in INR for fitment in each equipment during Erection and Commissioning. A complete list of such items (without prices) is required to be uploaded as per [Annexure-6]. In case items beyond the list as given in the Part – E of technical specification of NIT are offered in this category, then the bid may be deemed Non – responsive
- (f) Bidder is required to confirm that they have quoted for spares and consumables under Spares Cost Cap after warranty period for each year of operation from 2<sup>nd</sup> to 8<sup>th</sup> years of operation from the date of commissioning for each equipment in Indian Rupees in the BoQ template.
- iv. **Commercial:**
- a) In case of bidders seeking exemption from submission of EMD, the scanned copy of the UTR(In case EMD is submitted in foreign currency) or documentary evidence for exemption will have to be uploaded by the bidder in the e-procurement portal as per provisions provided therein.
- b) Commercial Documents towards bidder’s eligibility and qualifications as per Clause-17, ITB, Section-II.
- c) Digitally signed Pre-Contract Integrity Pact as per Section-II, ITB, Clause-37 and as per Format given at [Annexure-12], Sample Forms, Section-VII.
- d) Lowest Price Certificate as per Clause-9.2, SCC, Section-IV to be agreed in CPS.
- e) Copy of the last (latest) purchase order for the tendered / similar item(s) received from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization. This order copy is required to assess reasonableness of offered prices and may be different from the order copies submitted towards provenness criteria.
- f) Certificate with regard to Class I Local Supplier / Class II Local Supplier as per Clause 38.3 (a) of ITB, if applicable.
- g) Certificate(s) with regard to MSEs as per Clause 39 and 41 of ITB, if

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applicable.

- h) Certificate with regard to Startups as per Clause 40 and 41 of ITB, if applicable.
- i) Evidence of valid registration by Competent Authority, in case of bidder from countries sharing land border with India as per Clause 5.2 of ITB, if applicable.

v. **Technical Parameter Sheet (TPS):**

Detailed Technical Specifications of 20 CuM Electric Hydraulic Face Shovels are mentioned in Section-VI. The Technical Parameter Sheet containing the summarized Technical Specifications/ Parameters in Excel Sheet will be available on CIL's e-procurement 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-16], 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", "PROVENNESS Docs" and "TECHNICAL ELIGIBILITY Docs" as per check list of [Annexure-16 [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, may render your offer liable for rejection.

vi. **Commercial Parameter Sheet (CPS):**

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 "COMMERCIAL ELIGIBILITY Docs", "LOB Docs", "COMMERCIAL Docs" folders.

### 14.3 **Price Bid (Cover-II):**

The Cover-II has two folders - **BOQ template** and **BOQ 2 folder**. The Price-Bid containing the Bill of Quantity (BOQ) in Excel sheet 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 sheet 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 Clauses-22 & 23 of ITB section for Bid Prices and Bid Currencies.

- i. **BOQ template** :This template consists of three sheets- "BoQ 1", "INR Sheet" and "Other Currency Sheet".

The BoQ1 sheet is a front sheet and is a multi-currency sheet. This front sheet is a compilation sheet, where the prices quoted by the bidder in foreign currency & INR are compiled for preparation of the comparative chart. The bidder shall only enter its name in full and select the appropriate currency (USD/EURO/JPY/AUD/GBP

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/SEK/KRW/INR) in **each** row of “L” column of BoQ 1 sheet. The currency selection should be done in **each** row separately. Bidder must select same currency for each row of L column in BoQ 1 sheet (i.e. for each item). **The default currency in the BoQ 1 is USD. If the bidder is quoting in any other currency, it must select the appropriate currency from the drop down menu available in “L” column.**

**Note:** If the bidder is quoting:

- a) Any item in foreign currency, they have to select that foreign currency in column “L”. Same currency is to be selected for each item.
- b) All items ONLY in INR, they should select currency as INR.
- c) In combination of INR and foreign currency, the foreign currency should be selected in column “L”.

**Selection of wrong currency in cells will lead to wrong calculation of price and the bidder shall be solely responsible for that.**

The second sheet in BOQ template is an “INR sheet” for quoting total price of equipment & consumable spares and consumables during warranty period and Spares Cost Cap value from 2<sup>nd</sup> to 8<sup>th</sup> year of operation for spares and consumables thereafter in INR. In the “INR sheet”, items for which the price is quoted in INR and all elements of price to be quoted in INR shall be filled in. If the equipment is of indigenous origin, the price of equipment shall be quoted in INR. The break-up of the total price of all consumable spares & consumables during warranty period as per the format given in [Annexure-5] in Section-VII, Sample Forms, should be uploaded in BOQ 2 folder. The Spares Cost Cap value should be for each equipment separately for each year.

The third sheet is “Other Currency sheet”. This sheet is for quoting prices for equipment and consumable spares & consumables during warranty period in foreign currency. Items for which the prices are quoted in foreign currency shall be filled in this sheet. Elements of prices to be incurred in purchaser’s country in INR shall also be quoted in this sheet. The break-up of the total price of all consumable spares & consumables during warranty period as per the format given in [Annexure-7] in Section-VII, Sample Forms should be uploaded in BOQ 2 folder. Bidders quoting for equipment in foreign currency and sourcing some of the items indigenously for fitment in the equipment during commissioning shall quote the total price of all such items also in this sheet. However, the break-up of indigenously sourced items is required to be uploaded in BOQ 2 folder as per format given in Annexure-6, Section-VII, Sample Forms.

The Total Value of all prices quoted for one no. of Equipment, Consumable Spares & Consumables for warranty period of one year in Other Currency and INR and Spares Cost Cap Values for different years in INR shall reflect in the front sheet in column N and P respectively. The foreign currency component will be multiplied by the exchange rate and added to the INR portion by the portal while preparing the comparative chart. The exchange rate prevailing on the date of price bid opening shall be fed to the portal by the Tender Inviting Authority (TIA).

ii. BOQ 2 folder

The details of prices of individual items of all consumable spares and consumables as

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per format given in Annexure-5 or 7 as applicable, Annexure-6 for indigenously sourced items required for fitment in the equipment during commissioning, if applicable and Training Charges as per Annexure-8 shall be quoted in Excel sheet 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 consumable spares & consumables for warranty period (1<sup>st</sup> year of operation) shall tally with the total price of such items quoted in respective sheets (INR sheet/ Other\_Currency sheet) of BOQ template & BOQ 2 folder.

Computational errors will be dealt with as per Clause-30, ITB, Section II

- 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/Digitally signed (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-attested 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. The documents uploaded in the e-procurement portal through Digital Signature Certificate (mapped with the bidding firm) are digitally signed documents and legally enforceable under Indian IT Act 2000.
- 14.6 In case the Bidders submit self-attested copies of registration certificate of NSIC, License from BIS and approval certificate issued by DGMS/ PESO / other Independent Statutory Bodies of Govt. of India along with the tender, such documents should normally be accepted by the Dealing Officer as authentic documents without going for any further verification with the original document. However, if later on the documents submitted by the bidder are found to be fake/forged, the entire responsibility shall be of the bidder and for which the purchaser shall take such punitive and other administrative actions against the bidder as are considered deemed fit.
- 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 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

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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 shall remain valid for a period of 120 days from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by the purchaser.

### **16. Earnest Money Deposit (EMD)**

#### **A. Submission of EMD:**

##### **I. In Indian Rupees (INR):**

The value of the Earnest Money to be submitted by the tenderer shall be [Rs.50.00 Lakhs (Rupees Fifty Lakhs only)]. The Earnest Money has to be deposited online only within the last date and time for submission of online offer, failing which the online offer will not be considered.

Earnest Money can be deposited by following modes only:

- (a) Online fund transfer through Net banking using Payment Gateway available on portal.
- (b) NEFT/ RTGS from any Scheduled Bank to the Virtual Pool Account of the Purchaser strictly as per the challan generated by the bidder on e-procurement portal.

No other mode for payment is acceptable for submission of EMD in INR.

The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Purchaser's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission. It is further advised that after successful payment, bidder should confirm receipt of EMD at Purchaser's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.

If the payment is made by the bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the Purchaser within the specified period due to any reason, the bid will not be accepted by the System/ Purchaser. However, the EMD will be refunded to the bidder's account automatically.

The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.

#### **Notes:**

- a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The

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net payment credited to the Purchaser's bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.

- b) Physical mode of payment, i.e., Banker cheques / Demand drafts etc. are not acceptable.
- c) The Purchaser shall not be liable to pay any interest on the amount of Earnest Money Deposit.

### **II. In US Dollar (USD):**

The value of EMD to be submitted by the foreign bidder shall be USD 59,640.00 ( USD Fifty Nine Thousand Six Hundred Forty only). The amount of EMD has to be credited in Purchaser's Bank Account within the last date and time for submission of online offer, failing which the online offer will not be considered.

Foreign bidders will have to remit the EMD of USD directly to the Purchaser's Bank Account mentioned below:

*Account Name: Coal India Limited  
A/C no: 10373629359,  
Bank: State Bank of India,  
Branch: Corporate Accounts Group,  
Reliance House, 2nd Floor,  
34, Jawaharlal Nehru Road,  
Kolkata- 700 071,  
India  
IFSC Code: SBIN0009998  
Swift Code: SBININBB175*

While submitting the online bid, the foreign bidder must select "yes" option in EMD Exemption section provided in the portal and upload scanned copy of the UTR/ documentary evidence for such remittance.

The remittance of EMD of USD to the above Bank Account shall be the net remittance excluding all commissions, costs and charges levied by the remitting foreign and Indian banks. In case of refund of EMD submitted in USD, all charges towards such refund shall be borne by the Purchaser.

Foreign bidder may also submit EMD in INR as explained above in the sub-clause for submission of EMD in INR.

#### **Notes:**

- a) Bids submitted without full amount of EMD (except for the firms which are specifically exempted from submission of EMD) will be summarily rejected. The net payment credited to the Purchaser's bank account, should not be less than the EMD amount and if it is found to be less than the stipulated amount, the bid will not be accepted.
- b) Physical mode of payment, i.e., Banker cheques / Demand drafts etc. are not acceptable.
- c) The Purchaser shall not be liable to pay any interest on the amount of Earnest Money Deposit.

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### **B. Exemption from submission of EMD:**

State /Central Government Organizations/PSUs, valid Ancillary Units of the Purchaser(irrespective of the stores for which they are registered), Micro and Small Enterprises [MSEs] (irrespective of the stores for which they are registered) and Startups are exempted from submission of EMD. Such bidders will have to upload the Self-attested scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting “yes” option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State/Central Government Organizations/ PSUs	Self-declaration in their letter-head
2	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)
3	Micro and Small Enterprises [MSEs]	Self-Attested copy of Udyam Registration Certificate issued by Ministry of MSME. (irrespective of the stores for which they are registered)
4	Startups	Recognition certificate from Department for Promotion of Industry and Internal Trade [DPIIT]

### **C. Refund of EMD:**

EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received, without any interest. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.

In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.

If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.

The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit (if applicable) from the bidder.

If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment.

For all such e-Payments, bidder will have to submit indicate the details in the CPS and upload scanned copy of cancelled cheque in Commercial Docs.

### **D. Forfeiture of EMD:**

The EMD shall be forfeited in the following cases:

- a) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of bid validity offered by the bidder; or
- b) In the case of a successful bidder, if the successful bidder:
  - i) Fails to sign the contract in accordance with ITB clause-33; or
  - ii) Refuses to accept/execute the contract

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### **17. Documents Establishing Bidder's Eligibility and Qualifications**

- A. (i) In case equipment manufacturer is quoting against the tender, it has to upload 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. and GST no. & PAN no. to be indicated in CPS in case of Indigenous manufacturer.
    - b) Tender specific Manufacturer's Declaration in favour of its Indian Agent/Indian office/Indian subsidiary as per [Annexure-4b], Sample Forms, Section-VII, signed and stamped by the manufacturer who is quoting directly against the CIL Tender, indicating the Tender Reference No. and date, if applicable.
  - 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 repair of assemblies, sub-assemblies and equipment, trained technical manpower and training facilities for providing training to CIL's personnel, etc. as per the minimum criteria mentioned in Clause 5.3, ITB, Section-II for the offered capacity and type of equipment
    - e) Details will also include information whether the above facilities are owned by the manufacturer or its authorized Indian Agent. In case After Sales Service Support Facilities are of its Indian Agent, the details as mentioned below in (ii) (b), (c) & (d) shall have to be submitted.
    - f) In case the bidder or its Indian Agent do 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 within the completion period of warranty of the first equipment commissioned.
- (ii) In case Indian Agent is quoting against the tender on behalf of the equipment manufacturer, it has to upload the following documents with the offer:
- Commercial Documents
    - a) Tender specific Manufacturer's Authorization Form 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.
    - b) A write up in respect of its organization as well as of its principal along with the documents like Certificate of Incorporation/ Registration etc.
    - c) GST Registration Certificate no. & PAN no. along with GST Registration Certificate no. & PAN no. of Indigenous manufacturer to be indicated in CPS
    - d) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.



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- Technical Documents
  - e) Documentary evidence to establish that its principal is the equipment manufacturer [as indicated above at A.(i)(c)].
  - f) 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, trained technical manpower and training facilities for providing training to CIL's personnel, etc. for the offered capacity and type of equipment as per the minimum criteria mentioned in Clause-5.3, ITB, Section-II. Details will also include information whether the above facilities are owned by the manufacturer or its authorized Indian Agent.
  - g) In case the bidder or its principal do 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 within the completion period of warranty of the first equipment commissioned.
- (iii) In case Indian Office / Indian Subsidiary of a Foreign Manufacturer or Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, it has to upload 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. and GST no. & PAN no. of all Indian Entity to be indicated in CPS.
    - 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 to prove their status as Indian subsidiary of Indian manufacturer /Indian office or Indian subsidiary of the foreign manufacturer.
    - d) Tender specific Manufacturer's Declaration in favour of its Indian Agent as per [Annexure-4b], Sample Forms, Section-VII, signed and stamped by themselves to quote against the CIL Tender, indicating the Tender Reference No. and date, if applicable.
    - e) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening. In case Indian Office or Indian Subsidiary of a Foreign Manufacturer / 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, trained technical manpower and training facilities for providing training to

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CIL's personnel, etc. for the offered capacity and type of equipment as per the minimum criteria mentioned in Clause 5.3, ITB, Section-II. Details will also include information whether the above facilities are owned by the manufacturer/bidder or its authorized Indian Agent.

- h) In case the bidder or its Indian Agent do 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 within the completion period of warranty of the first equipment commissioned.
- (iv) In case Indian Manufacturing entity of a Foreign Manufacturer is quoting, it has to upload the following documents with the offer:
- Commercial Documents
    - a. A write up in respect of its organization as well as of its principal foreign manufacturer along with the documents like Certificate of Incorporation/ Registration etc. and GST no. & PAN no. of Indian Manufacturing Entity to be indicated in CPS.
    - b. Tender specific Principal Foreign Manufacturer's Declaration Form as per [Annexure-4a], Sample Forms, Section-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date.
    - c. The location and address of the factory where the equipment is being manufactured/ local value addition is being made
    - d. Tender specific Manufacturer's Declaration in favour of its Indian Agent as per [Annexure-4b], Sample Forms, Section-VII, signed and stamped by the Indian manufacturing entity who is quoting directly against the CIL Tender, indicating the Tender Reference No. and date, if applicable.
    - e. Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening. In case the Indian Manufacturing entity 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 principal foreign manufacturer manufactures equipment of the same or similar capacity as the tendered equipment [as indicated above at A.(i)(c)].
    - g. Documentary evidence establishing that 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.
    - h. 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, trained technical manpower and training facilities for providing training to CIL's personnel, etc. for the offered capacity and type of equipment as per the minimum criteria mentioned in Clause-5.3, ITB, Section-II. Details will also include information whether the above facilities are owned by the Indian Manufacturing entity.
    - i. Digitally signed copy of valid legal agreement/collaboration agreement / license agreement/ MOU with foreign principal manufacturer, duly

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registered in India.

- j. An Undertaking by Indian manufacturing entity as well as by foreign principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life.
- (v) The bidder shall upload scanned copies of supply orders, signed and stamped by itself and the Original Equipment Manufacturer (OEM) and digitally signed, for the offered model and/ or similar equipment (as the case may be) received by them from various customers covering at least for the number of machines against which the bidder has claimed to offer proven equipment as per Clause-7, ITB, Section-II of the NIT. In case the bidder is OEM itself, self-certified and digitally signed copies of supply orders as mentioned above are required to be submitted. In case, the supply order is not placed by the end user (Customer where the equipment is in use) directly on the OEM but on an intermediary or a series of intermediaries, then documentary evidence establishing the linkage from the end user to the OEM involving all such intermediaries / entities, shall be provided by the bidder, signed and stamped by itself and the OEM and digitally signed. In case of Contracts/Supply order(s) of CIL (HQ), if complete Contract details are provided, then there will be no necessity for submission of the copy of said Contracts/Supply order(s).
- (vi) The bidder is required to upload scanned copies of commissioning certificates for the same machine(s) commissioned against supply order(s) indicated at (v) above, issued by the respective end users, duly signed and digitally signed for the total numbers of machines against which the bidder has claimed to offer proven equipment as per the Clause-7, ITB of the NIT.
- In case, the commissioning certificates of the end user(s) are not available, the bidder shall give a certificate of Original Equipment Manufacturer (OEM) (digitally signed), confirming the date of commissioning indicating supply order reference no. & date, model, machine sl. no., date of commissioning (DD/MM/YYYY) and place of commissioning with complete postal address, fax no., e-mail, contact no. and person etc. In case of Contracts/Supply order(s) of CIL (HQ), if complete details of commissioning are provided, then there will be no necessity for submission of copy of the said documents.
- (vii) The bidder is required to upload scanned copy of a certificate, duly signed & stamped by the Original Equipment Manufacturer for "Similar Equipment" as defined in Clause-7.6, ITB, Sec II, if bidder has proposed similar equipment for consideration of the provenness of the offered model. In case the bidder is OEM itself, self-certificate as mentioned above is required to be submitted.
- (viii) If similar equipment has been proposed for consideration of the provenness of the offered model, the bidder is required to upload the digitally signed scanned copies of commissioning certificates issued by the respective end user(s), duly signed for the machines against which the bidder has claimed to be eligible bidder as per NIT in respect of 'Similar Equipment' as defined in clause-7.6, ITB, Sec-II.

In case the commissioning certificates of the end user(s) are not available, the bidder shall upload a certificate of Original Equipment Manufacturer (OEM), duly signed and stamped, confirming the date of commissioning indicating supply order reference no. date, model, machine sl. no., date of commissioning (DD/MM/YYYY) and place of commissioning with complete postal address,

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fax no., e-mail, contact no. and person etc. In case the bidder is OEM itself, self-certificates as mentioned above are required to be submitted.

The bidders shall upload scanned copies of the performance report(s) of the end users for above orders, duly signed and stamped by the OEM also & digitally signed, in respect of offered model and/or similar equipment (as the case may be) supplied by them. In case of Contracts/Supply order(s) of CIL (HQ), if all complete details of performance are provided, then there will be no necessity for submission of copy of the said documents.

- (ix) In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall upload a self-certification, duly signed and stamped, confirming that the quoted model or similar equipment have been fully executed and performed satisfactorily for a minimum period of 03 years from the date of commissioning of the equipment and the desired parameters of the performance of the equipment stipulated in the supply orders have been met and no warranty / guarantee claim and all the complaints/claim (s) lodged by the Purchaser, if any, has been attended to and no warranty/guarantee claim and complaint /claim(s) is pending against the supply orders received and copies enclosed by them along with their offer to establish their provenness for the quoted Model of Equipment. Also, proof of payment(as mentioned under xii below) and commissioning certificate(s) for the equipment supplied against the supply order should be submitted along with the self-certificate. In case, any specific purchase order (s) has /have not been fully executed and any complaint/claim is pending, then details of such cases have to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

In case Authorized Indian Agent / Indian office / Indian Subsidiary is submitting the offer on behalf of the Original Equipment Manufacturer or Indian Manufacturing entity is submitting the offer, self-certification, commissioning certificate(s) & proof of payment as mentioned above, duly signed and stamped by the principal (i.e. Original Equipment Manufacturer) is to be uploaded regarding performance as mentioned above.

The authenticity of the self-certificate as well as other documents submitted / uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL if it is subsequently found to be misleading / false/forged.

- (x) In case bidder is not in a position to submit the past supply order copies / documents towards proof of payment due to confidentiality laws of a particular country, a copy of such laws should be uploaded along with the offer for claiming exemption from submitting the supply order/contract copies & proof of payment documents and in such cases the bidder should upload a Customers List along with payment details for the quoted Model of Equipment and/or similar equipment (as the case may be) duly signed and stamped by the Original Equipment Manufacturer and digitally signed, clearly indicating the Customer Name & Address, Contract No.& Date, Date of supply and commissioning (DD/MM/YYYY), guaranteed annual availability, if any, as per the performance guarantee clause of the supply order/contract and actual achieved annual availability for minimum 03 years from the date of commissioning (indicating each year availability), for each equipment supplied. In case the bidder is OEM itself, self-certified and digitally signed as mentioned above are required to be submitted.

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- (xi) In case a bidder has a valid legal agreement/collaboration agreement / license agreement/ MOU with an equipment manufacturer, the bidder must upload the documents/ certificates, digitally signed, relating to collaboration with principals, clearly indicating–
- a) that the legal agreement/collaboration agreement / license agreement/ MOU is valid on date of tender opening and shall also remain valid at least up to supply and commissioning of equipment.
  - b) that the principal manufacturer will ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime.
  - c) The legal agreement/collaboration agreement / license agreement/ MOU evincing collaboration of the Indian Firm/Company with a principal manufacturer must be a document registered in India under the provision of the Indian Registration Act 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section-17 of the said Act.
- (xii) Any of the following documents shall serve the purpose of “proof of payment”:
- i) Self-attested copy (ies) of invoice (s) along with self-attested copy (ies) of Bank Statement(s) or relevant pages of the Passbook. In case of payment amount being less than the invoice amount, a statement by the bidder (supplier) explaining the reason(s) for deductions.
  - ii) Self-attested copy (ies) of Payment certificate (s) issued by the Purchaser or its Paying Authority giving the details of invoices(s) and payment and deductions, if any.
  - iii) Self-attested copy (ies) of GST TDS certificate (s) for the supply along with self-attested copy(ies) of invoice (s), where applicable
  - iv) Self-attested copy of the Certificate issued by practicing Chartered or Cost Accountant giving the details of the invoice(s) and payment and deduction (s) if any.
- (xiii) CIL reserves the right to verify the authenticity of the documents related to Purchase/ Supply orders, Commissioning Certificates, Performance Reports, Proof of Payment etc. and to obtain performance of equipment directly from the concerned buyers/ customers/ end users of the equipment of the bidder.

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

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

However, if all the details given in Para-(i) are complied with, the requirement of submission of documents mentioned at Para-(ii) may be waived.

### **18. Deadline for Submission of Bids**

- i) Online bids must be uploaded by the bidders at CIL’s e-Procurement portal by the

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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) In case, 03(three) bids are not received within the stipulated time, the due date of tender shall be extended once by 4 days automatically by the portal. In case no offer is received even after such extensions, tender will be cancelled. The information of cancellation of the tender will be uploaded on the e-procurement portal through corrigendum.

### **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.

### **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 for Spares & Consumables for a period of 7 years under Spares Cost Cap for each year of operation for each equipment, as 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) In case of indigenous manufacturer quoting for equipment under PCD and NCD, the unit basic rates of equipment may vary. However, in case of foreign manufacturer quoting for equipment under PCD and NCD, the basic rates for equipment will remain the same. The unit basic rates of spares and consumables for both the categories of PCD and NCD will remain the same. If

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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 and in case of foreign currency, it will be CIF price for equipment, 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 for Spares & Consumables for a period of 7 years under Spares Cost Cap.
  - 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 for each equipment, as per [Annexure-8], Sample Forms, Section-VII. This break-up shall be used for:
    - i. Deduction purposes, in case of any default in training as per the given schedule;
    - ii. Payment purpose in case of additional training imparted as per requirement of the user as mentioned in Part-II, Schedule of requirement/ services, Section-V.
- 22.2 The Foreign Manufacturer shall quote for supply of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in foreign currency and thereafter Spares & Consumables for a period of 7 years under Spares Cost Cap for 2<sup>nd</sup> to 8<sup>th</sup> year of operation for each equipment in INR. The Foreign Manufacturer may also quote for supply of consumables spares & consumables for 12 months of warranty period from the date of commissioning of the equipment in INR.
- 22.3 In case the bid is submitted by an authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, such bidder must quote for equipment in foreign currency on behalf of its principal/parent/holding company; and may quote Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in combination of foreign currency and INR and thereafter for Spares & Consumables for a period of 7 years under Spares Cost Cap for 2<sup>nd</sup> to 8<sup>th</sup> year of operation for each equipment in INR. Supply of equipment and Consumable Spares & Consumables in foreign currency will be made by foreign manufacturer and payment for the same in foreign currency will be made to the foreign manufacturer. Regarding Spares & Consumables quoted by the authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer under Spares Cost Cap in INR, supply of such Spares & Consumables will be made by the authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer and the payment of the same will be made to the authorized Indian Agent/ Indian Office/ Indian Subsidiary. However, in such case a tripartite contract will be concluded with the bidder, who is an authorized Indian agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, along with the foreign manufacturer.
- 22.4 The indigenous manufacturer or its authorized 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 for Spares & Consumables for a period of 7 years under Spares Cost Cap for 2<sup>nd</sup> to 8<sup>th</sup> year of operation for each equipment in INR for delivery on FOR Destination basis. For the purpose of the contract, the term 'FOR Destination Price' shall mean the

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sum of Ex-works Price plus Freight charges up to destination and Transit Insurance charges up to destination.

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 supplier upon request, with necessary information for obtaining insurance.

22.5 Indigenous manufacturer shall quote for no. of equipment under Normal Customs Duty (NCD) and Project concessional Duty (PCD) as detailed in Sec-V “Schedule of Requirement”. They should also indicate the following information, in their offer (in BOQ 2 folder) for equipment with Project Concessional Duty (PCD) only: -

- a) Estimated CIF value of the Imported content, if any, both in Indian Rupee and in the specified foreign currency on date of opening of the tender.
- b) Rate of Customs Duty, IGST and any other cess/duty as applicable on assessable value (CIF Value) of imported component taken for computation of the prices.
- c) Rate of Exchange taken for computation of the prices.

In case of order for equipment under PCD on Indigenous manufacturers, delivery period will be counted from the date of intimation to the supplier that the project registration with Customs has been completed subject to furnishing of all documents or compliance of all requirements of Customs by the Supplier required for registration of project. However in case of direct import, delivery shall not be linked with issue of PCD certificate.

22.6 The prices for Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment to be quoted in foreign currency by the Foreign manufacturers, shall be quoted on CIP (Named Place of Destination) basis for delivery at final destination with break-up as per the BOQ and relevant Annexures of Sample Forms, Section-VII and in the following manner: -

- A. The Foreign manufacturers shall quote the prices on CIP (Named Place of Destination) basis in any of the foreign currencies mentioned in ITB clause-23 “Bid Currencies”.
- B. Under CIP (Named Place of Destination) basis contract, it is the responsibility of the supplier to deliver the goods at the named place of destination at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the named place of destination. CIL has no obligation to the supplier on these accounts. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.
- C. In quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or insurance agency.
- D. The elements of marine freight, marine insurance, Port Charges, Clearing & Forwarding Charges and other incidental charges, inland transportation charges, inland insurance charges for delivery upto Named Place of Destination, erection and commissioning charges and all indigenously sourced items required for fitment in the equipment during its commissioning should also be provided by the bidder in its bid as per the BOQ and relevant Annexures of Sample Forms, Section – VII.
- E. The Port Charges, Clearing & Forwarding Charges and other incidental charges,



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inland transportation charges, inland insurance charges for delivery upto Named Place of Destination, erection and commissioning and all indigenously sourced items required for fitment in the equipment during its commissioning should be quoted in INR Only. Transportation of goods is to be done through registered common carriers only.

F. The purchaser will pay only Customs Duties applicable to imported goods. All activities to clear goods through Customs and transport to Named Place of Destination will be undertaken by the supplier at its cost. Payment in respect of Custom Duties properly levied on the CIF value of the imported goods shall be made in INR in the following manner :

- (i) The supplier shall submit Check List with appropriate Customs Code (H. S. Code) along with a copy each of the supplier's invoice, freight bill and insurance bill well in advance to the C&F Deptt. of CIL,
- (ii) After examination, the C&F Deptt. of CIL will inform the supplier the correctness of leviable customs duties for preparation of Bill of Entry,
- (iii) Thereafter, the supplier will submit the final Bill of Entry to the C&F Deptt., CIL for payment of Customs Duties to Customs Authorities,
- (iv) C&F Deptt., CIL will pay Customs Duty directly to Commissioner, Customs by Account Payee Cheque / Electronic Fund Transfer,
- (v) After payment of customs duty by CIL, the supplier will arrange clearance of goods at Port. After final clearance of goods at Port, the supplier will submit duplicate Bill of Entry to HOD, C&F Deptt. of CIL.

G. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

H. The manufacturer/ bidder shall also submit a certificate that no agent/ middleman/ liaisoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and subsequently, if at any stage, it is found that it has given a false certificate, it shall be liable for penal action for willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged document by the bidder or using any other illegal/unfair means as per provisions of the NIT / Purchase Manual of CIL.

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 Cost Cap value for Spares & Consumables for a period of 7 years for 2<sup>nd</sup> to 8<sup>th</sup> year of operation for each equipment, shall remain firm during the particular year 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

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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 INR.
- ii) **For Foreign Manufacturer:** For Goods and Services that the bidder will supply from outside the Purchaser's country, the prices shall be quoted in only one of the following currencies US Dollar, EURO, GB Pound, Japanese Yen, Australian Dollar, Swedish Krona and Korean Won. The chosen foreign currency should be the same for the equipment and consumable spares and consumables during 1<sup>st</sup> year of operation.

Foreign manufacturers can quote for Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in INR also.

- iii) Spares & Consumables for a period of 7 years under Spares Cost Cap for 2<sup>nd</sup> to 8<sup>th</sup> year of operation for each equipment shall be in INR only (this is applicable for both indigenous and foreign manufacturers).
- iv) The Port Charges, Clearing & Forwarding Charges and all other incidental charges, inland transportation charges, inland insurance charges for delivery upto Named Place of Destination and erection and commissioning charges should be quoted in INR only.

The payments will be made by the Paying Authority to the manufacturer and / or Indian agent as per the duly filled in CPS. The bidder shall ensure uploading of these documents for payment in INR as well as in foreign currency in "Commercial Docs".

### **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 "Auction BOQ" will be generated where only L-1 value will be mentioned for every item. Using this "Auction BOQ", a Reverse Auction Platform will be created. Reverse Auction process will follow as mentioned in clause 28, ITB.

### **25. Techno-Commercial Evaluation of Tender**

- a) Based on the response to TPS templates, the portal will initially evaluate eligible bidders. Subsequently, the bidder's response in TPS will be scrutinized/ verified and evaluated by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.

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- b) Any bid which has not been submitted with the requisite amount of EMD or EMD 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, maximum two chances, first of 7x 24 hours duration and second of 5 x 24 hours duration shall be given to the bidders to upload these clarification / shortfall / confirmatory documents.
- 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 purchaser's portal, asking the bidder to respond by a specified date. If the bidder does not comply or respond by the specified date, his tender will be liable to be rejected. 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 shall 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. (Example: if the Permanent Account Number, registration with sales tax/ VAT/ GST has been asked to be submitted and the bidder 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 shall be asked for and considered. For example, if the bidder has submitted a supply order without its linkage order(s) /completion / performance certificate, the linkage order(s) / certificate related to that supply order can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link '**Upload Shortfall / Confirmatory Documents**', after scrutiny of bids, indicating the start date and end date giving 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. If further clarifications/shortfall documents are required, another chance will be given through confirmatory link, keeping a time frame of 5x24 hours, for on-line submission of documents.

The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate

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communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

### **27. Conversion to Single Currency**

- a) To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.
- b) The applicable Exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid. The applicable rate will be “Bill Selling Rate” of State Bank of India. Otherwise the reference rate as available from RBI website will be taken.

### **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 “Auction BOQ” will be generated where only L-1 value will be mentioned for every item. Using this “Auction BOQ”, a Reverse Auction Platform will be created.
- (b) Reverse Auction will be initiated normally 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, starting and end time and exchange rate(s) used for conversion of foreign currency into Indian Rupees, prevailing on the price-bid opening date. The number and 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 of 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...
- (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:

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

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

DV<sub>1</sub>= 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 2<sup>nd</sup> 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.

In case of multiple-items, auto extension will take place only for the item(s) for which any reduction has been recorded in last thirty minutes. For rest of the items for which no reduction has been recorded in the last thirty minutes, the Reverse Auction will close.

- (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 and other preferential category of bidders notified by Government of India from time to time. If H-1 bidder happens to be a preferential bidder, there will be no elimination in such cases.

**Note:** If a bidder has quoted under preferential category and the Tender Inviting Authority (TIA) has rejected the status of the bidder's preferential category due to non-compliance to tender requirement, then the bidder will not be treated as preferential category bidder and during price bid opening its bid will be treated as non-preferential / 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.
- (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 the Total Bid Price online through confirmatory link. The detailed breakup of offered Total Bid 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

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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 Total Bid Price as per the breakup of prices provided by him after the reverse auction and the LI Total Bid Price 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.

In case of any discrepancy in the final BoQ price after reverse auction and the revised break-up submitted after reverse auction, the lower of the two prices shall be considered and award of contract and payment shall be made accordingly. In case of non-acceptance of this provision by the bidder, it will be treated as withdrawal of offer and EMD will be forfeited accordingly.

- (m) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 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 and acceptance of the same by CIL will form a binding contract between CIL and the bidder for entering into a contract. Any bid submitted earlier during reverse auction process 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 is 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 and other preferential category of bidders notified by Government of India from time to time.
- (r) Conversion Rate: The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The applicable rate will be "Bill Selling Rate" of State Bank of India. Otherwise the reference rate as available from RBI website will be taken.
- (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.
- (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) If the lowest price received during reverse auction is found unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, LPP etc., 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.
- (v) 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

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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.

- (w) 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 Charges, applicable rate of GST on Freight Charges, Transit Insurance Charges upto destination, applicable rate of GST on Transit Insurance Charges, 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) Gross Landed Price of each equipment shall be arrived at after adding all elements of prices quoted in BOQ-“INR sheet”.

#### **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 7 years under Spares Cost Cap(given in the format in “INR sheet” of the BOQ template) :-**

- a) The bidder shall quote the FOR destination prices of all consumable spares and consumables during warranty period (unit prices multiplied with the quantity of items) in Indian Rupees for each equipment. The total amount of GST shall be also mentioned in BOQ template.
- b) The bidder shall quote under Spares Cost Cap, the FOR destination prices of all spares and consumables year-wise for a period of 7 years required from 2<sup>nd</sup> to 8<sup>th</sup> year of operation from the date of commissioning for an equipment.
- c) Total Landed Spares Cost Cap price of all spares and consumables for each year of operation will be arrived at by adding total estimated GST amount on FOR Destination price of Spares Cost Cap price of all spares and consumables separately for each year of operation. The total estimated amount of GST for each year of operation shall be mentioned in BOQ template.
- d) Total Net Landed Price of all spares and consumables for each equipment will be determined after deducting estimated Input Tax Credit on total estimated 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 Spares Cost Cap Price for all Spares & Consumables from 2<sup>nd</sup> to

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8<sup>th</sup> year of operation from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on estimated GST]. Further, Net Present value of Net Landed Price for all spares & consumables for each year under Spares Cost Cap will be worked out for evaluation purpose as per NPV rates indicated in the BOQ template

- e) Further, Net Present Value of Landed Price for all spares & Consumables for each year under spares Cost Cap will be worked out for evaluation purpose as per NPV rates indicated in the BOQ template.

### **C) Evaluation of Import offer for Equipment in Foreign Currency**

In case of import offer, the bidder will be required to fill in prices on CIP (Named Place of Destination) basis as per the break-up given in the format in BOQ- "Other \_ Currency sheet"

The Gross Landed Price for each equipment will be arrived at in Indian Rupees in the following manner:-

- 1) The FOB Price of the equipment, Marine freight and Marine insurance charges will be added together to work out at CIF Price of the equipment.
- 2) Basic Customs Duty (BCD) on assessable value (which will be CIF value), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), will then be added on the CIF price. The GST on Marine freight and GST on Indian Agency Commission shall be auto-calculated and will be added to total price with customs duty to arrive at total foreign currency component. This "total foreign currency component" will be carried over to the front sheet after multiplying by unit quantity of equipment under head" Total Value of all Prices quote in other currency for Equipment, Spares & Consumables" in BoQ1 sheet.
- 3) The Port charges, clearing & forwarding charges and other incidental charges, Inland Transportation charges & Inland Insurance charges for delivery upto Named Place of Destination, Erection and Commissioning charges and all indigenously sourced items required for fitment in the equipment during its commissioning shall be quoted by the bidder in INR along with applicable GST rate in the appropriate columns. All these components shall be added together to arrive at total INR component. This "total INR Component" will be carried over to the front sheet under head " Total Value of all prices quoted in INR for Equipment, Spares & Consumables" in BoQ1 sheet.
- 4) The total Foreign currency component so arrived at shall be converted to INR at the exchange rate prevailing on the date of opening of Price Bid which will then be added to the INR component to arrive at Gross Landed Price of the equipment.

### **D) Evaluation of offer for Supply of Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in Foreign Currency and thereafter Spares & Consumables for a period of 7 years under Spares Cost Cap, in INR.**

- i In case of import offer for all Consumable Spares and Consumables for 12 months of warranty period, the bidder shall quote Total FOB Price, Total Marine freight and Total Marine insurance charges for all Consumable Spares



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and Consumables (unit prices multiplied by the quantity of items) required for each equipment in the ‘Other\_Currency Sheet’ of the BoQ template.

These will be added to arrive at the CIF Price which is also assessable value.

- ii In case of import offer for all Consumable Spares and Consumables for 12 months of warranty period, the bidder shall also quote Total Port charges, clearing & forwarding charges and other incidental charges, Inland Transportation charges & Inland Insurance charges for delivery upto Named Place of Destination charges in INR.
- iii In case of import offer for all Consumable Spares and Consumables for 12 months of warranty period, Basic Customs Duty (BCD) on assessable value (which will be CIF value), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), will then be added on the CIF price. The GST on Marine freight and GST on Indian Agency Commission shall be auto-calculated based on the rate quoted by the bidder and will be added to total price with customs duty to arrive at total foreign currency component. 100% Input tax credit shall be considered on GST and IGST. Therefore, the total component of GST and IGST shall be deducted from the total foreign currency component to arrive at “Net foreign currency” component of all spares & consumables.
- iv In case of import offer for all Consumable Spares and Consumables for 12 months of warranty, the “Net foreign currency” component will be carried over to the front sheet under head “Total Value of all Prices quoted in Other Currency for Equipment, Spares & Consumables” in BoQ1 sheet.
- v In case of import offer for all Consumable Spares and Consumables for 12 months of warranty period, the Port charges, clearing & forwarding charges and other incidental charges, Inland Transportation charges & Inland Insurance charges for delivery upto Final Place of Destination in INR along with applicable GST shall be added together to arrive at total INR component. 100% Input tax credit shall be considered on GST. Hence the GST component shall be deducted from the total INR component to arrive at “Net INR component”.
- vi In case of import offer for all Consumable Spares and Consumables for 12 months of warranty period, the “Net INR component” for Consumable Spares and Consumables for 12 months of warranty period will be carried over to the front sheet under head “Total Value of all Prices quoted in INR for Equipment, Spares & Consumables” in BoQ1 sheet.
- vii The “Net INR” component for Spares Cost Cap price of Spares & Consumables for 7 years after warranty period in INR, will be shall be as mentioned in “B” above.
- viii The Net Foreign currency component so arrived as above shall be converted to INR at the exchange rate prevailing on the date of opening of Price Bid which will then added to the INR component arrived as above to arrive at Net landed price for all Consumable Spares and Consumables for 12 months of warranty period.

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### **E) 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 7 years under Spares Cost Cap for each equipment.**

- a) Evaluation will be made on individual equipment basis 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 7 years under Spares Cost Cap.
- b) Evaluation will also take into account Net Present Value (NPV) of Spares & Consumables for a period of 7 years, to be supplied after warranty period of 12 months from the date of commissioning of the equipment. The NPV shall be calculated on annual basis. The discounting factors to work out NPV of Spares and Consumables for each of 7 years will be indicated in the BOQ.
- c) The Total Bid Price of each bidder for each equipment will be calculated in the following manner: -

**Total Bid Price**= Gross 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 from 2<sup>nd</sup> to 8<sup>th</sup> years of operation from the date of commissioning of the equipment under Spares Cost Cap.

- d) The ranking of the techno- commercially acceptable bids shall be made on the basis of the Total Bid Price of each equipment as above and contract will be awarded accordingly subject to acceptance of the price by the Purchaser and also subject to Purchase Preference to preferential bidders.

However, the contract value shall be arrived at after multiplying the Total Bid price of each equipment (without application of NPV and without deduction of input tax credit) with the quantity offered by the bidder.

- Note: 1. The L-1 status shall be decided by deducting the Input Tax credit on GST for Spares & Consumables. Therefore the bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in CIL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.
2. Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. Upward revision in GST beyond original delivery period may be admissible provided the concerned subsidiary (ies) gets 100% input tax credit for GST; otherwise increase in GST are not to be paid to the Supplier unless the delay is due to any lapse on the part of the purchaser. However, decrease in GST shall be availed by the concerned subsidiary(ies). IN case of Equipment, the applicable GST will be paid at actuals as CIL has decided to capitalize ITC on Capital Goods.
  3. It shall be responsibility of the bidder to indicate the correct/exact rate of Customs Duty applicable to their goods taking into account all the relevant Customs Acts/rules /regulations/guidelines along with explanation notes to the notifications etc. If it becomes necessary for CIL to pay higher rate of Customs

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Tariff due to wrong quoting of customs rate by the bidder, the same shall be deducted from supplier's bill. However, if the higher rate is due to any statutory change, the same shall be borne by CIL.

4. Further, it shall be the responsibility of the bidder to indicate the correct rate of CGST/SGST/UT-GST/IGST applicable to their good. If it becomes necessary for CIL to pay higher rate of CGST/SGST/UT-GST/IGST due to quoting lower than applicable rates by the bidder, the excess amount paid by CIL shall be deducted from the supplier's bill. However, if higher rate is due to any statutory change, the same shall be borne by CIL.
5. The evaluation shall be done on item wise basis i.e. L-1 shall be calculated for each item individually.

### **30. Computational Errors**

Computational errors will be rectified on the following basis:

1. In case of any discrepancy in the total price of all spares & consumables quoted in INR Sheet/Other\_Currency Sheet in BOQ template and summation of individual items quoted in BOQ2 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. 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.
3. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
4. If there is a discrepancy between words and figures, the amount in words shall prevail.

Such types of discrepancies in the offer shall be conveyed to the bidder asking it to respond by a target date and if the bidder does not agree to Purchaser's observation, the tender is liable to be rejected and EMD shall be forfeited.

### **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.

### **32 Notification of Award (NoA)**

- 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.

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32.3 Delivery Schedule as indicated in Schedule of Requirement, Section-V, shall reckon from the date of Contract.

### **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 agreement/Contract to be signed between the Parties.

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**

34.1 Within 30 days of the notification of award from the purchaser, the successful bidder shall furnish the Security Deposit in accordance with the conditions of the contract, in the Security Deposit format provided in the Bid Document [Annexure-10, Sample Forms, Sec-VII]. In case the SDBG is not submitted within 30 days from the date of NoA, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of NoA to the date of receipt of full SD shall be levied and paid by the successful bidder along with the SDBG.

34.2 Subject to force majeure conditions, failure of the successful bidders to comply above requirement of Security Deposit and requirement of ITB clause-33 and 34.1 within a reasonable time (not exceeding 90 days from date of NoA) shall constitute sufficient ground for the annulment of the award and forfeiture of EMD.

### **35. Code of Integrity for Public Procurement (CIPP):**

35.1 The supplier shall observe the highest standard of ethics during the procurement and/or execution of such contracts.

The following practices would amount to violation of CIPP:

- (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 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

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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.

35.2 The suppliers/bidders 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.

**35.3 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 EMD;
  - b) Calling off of any pre-contract negotiations; and
  - c) Rejection and exclusion of the bidder from the procurement process.
- 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

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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.

35.4 Furthermore, Bidders shall be aware of the provision stated in Clause-21.2 of the General Conditions of Contract.

### **36. Banning of business**

36.1 The banning of business may be considered in the following cases:

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

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defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.

- (ix) If the firm repeatedly and/or habitually resorts to revision of price and terms of offer within the validity period of the tender and/or submission of ambiguous and misleading offers, post tender modifications in order to undermine the decision-making process.
  - (x) Failure to pay legitimate dues to CIL/Subsidiary Companies including dues arising out of Risk Purchase and when CIL and/or its Subsidiary Companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
  - (xi) Continued and repeated failure to meet contractual obligations.
  - (xii) Canvassing and lobbying to get undue favour from the Company.
  - (xiii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
  - (xiv) Non-supply of material, abandonment of works etc.
  - (xv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.
- a. The debarment done by Department of Expenditure (Govt. of India) / Ministry of Coal shall be applicable in CIL and its subsidiaries.
  - b. No contract of any kind, whatsoever, shall be placed on debarred firm after issue of a debarment order by Department of Expenditure (Govt. of India) / Ministry of Coal / CIL, during the period of debarment, if such debarment has been done before the last date of bid submission.
  - c. 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 36.1 (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.

### **37. Pre-Contract Integrity Pact**

The bidders will have to upload along with their offer, digitally signed Pre-Contract Integrity Pact as per format enclosed as Annexure-12, Sample Forms, Sec-VII, failing which their offer may not be considered. The bidders will have to download this Pre-Contract Integrity Pact and shall have to upload it along with their offer. The digitally signed Pre-Contract Integrity Pact with Digital Signature Certificate mapped with the bidder shall be considered to be physically signed by the bidder.

In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows:

Sr. No.	Name of IEM	Address	E-mail ID	Mobile No.
1	Ms. Nirmal Kaur, IPS(Retd.)	House no.8, Plot – 615,Road no.17, Jawahar Nagar,	<a href="mailto:nirmalkaur1983@gmail.com">nirmalkaur1983@gmail.com</a>	9304795041

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		Mango, Jamshedpur, Jharkhand – 832110		
2	Shri K. D. Tripathi, IAS(Retd.)	A-5, Sector-19, Noida, UP - 201301	tripathikd.1958@gmail.com	9868506966

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

### **38. 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<sup>th</sup> June 2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and 04.03.2021) of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry. In case of any further guidelines prior to 15 days from the tender publishing date, the same will also become applicable.

38.1 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.
- 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-38.1 (ii) refers to the quantity mentioned in tender.

38.2 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%.



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- c. Non - Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has local content less than 20%.The "Non-Local" Supplier should quote for the equipment in the 'Other-Currency Sheet' of the BoQ template. The local content (less than 20%) shall also be quoted in the Column in the 'Other-Currency Sheet' meant for sourcing some of the items indigenously for fitment in the equipment during commissioning. However, the break-up of the local content items is required to be uploaded in the BoQ2 folder as per the format given in Annexure 6, Section-VII, Sample Forms.
- 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.

As per the OM dated 04.03.2021, it has been clarified by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry that bidders offering imported products will fall under the category of Non-Local Suppliers. They can't claim themselves as Class-I Local Suppliers/Class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.

In view of above, "Local content" will not include services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.

- 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%.

### **38.3 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 and also UDIN number wherever mandated by respective statutory bodies.
- 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 35.3 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.

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### **38.4 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.

### **39. 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.

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- d. MSEs shall submit Self-Attested copy of Udyam Registration Certificate issued by Ministry of MSME.

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.

- 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”.
- g. **Change in status of MSE to Medium Enterprise** – In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category it was in before the re-classification, for a period of three years from the date of such upward change. Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc. In such cases of upward revision in MSE status, the firm shall produce documentary evidence clearly indicating the date of such revision.
- h. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be as per OM no. F.1/4/2021-PPD dated 18.05.2023 of Department of Expenditure, Ministry of Finance (attached as Annexure-14)

### **40. 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

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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].

### **41. Relaxation for MSEs and Startups**

- 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-15) 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 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, digitally signed, 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

## **Section II - Instructions To Bidders (ITB)**

digitally signed copy of such document(s) / certificate (s) valid on the date of supply, must accompany their offer.

If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.

### **42. 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.
- (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.

**Section III – General Conditions of Contract (GCC)**

## **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) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "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 Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organization purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "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;
- 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.
- 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.
- 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 supplier/contractor has agreed to supply under contract.
- s) "Test" means such test or tests as are prescribed by the specifications or considered

## **Section III - General Conditions of Contract (GCC)**

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" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" 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 standardizing 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.

### **2. Application**

These 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 sub-clause 4.1 above, except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in sub-clause 4.1 above 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**



## **Section III - General Conditions of Contract (GCC)**

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**

- 6.1** The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges. In case of Rate / Running Contracts the Security Deposit shall be for an amount of 5% of annual offtake contractual value; and in case RC period is longer than 1 year, SD amount shall be 5% of average annual offtake. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Security Deposit shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
- 6.2** The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digital modes or in the form of a Bank Guarantee as per format enclosed as Annexure-10 from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.
- 6.3** The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 6.4** In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment. In case of Contracts for procurement of Equipment along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables for more than one year, the Security Deposit shall be for 10% of each equipment landed value along with maximum annual landed value of Spares & Consumables per equipment.
- 6.5** The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6** If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- 6.7** In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.
- 6.8** Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

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- 6.9** Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the amount of PBG should not be less than 10% of equipment landed value along with maximum annual landed value of Spares & Consumables. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- 6.10** All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- 6.11** Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
- 6.12** The SDBG will be submitted Through Structured Financial Management System (SFMS).

### **7. Performance Bank Guarantee**

- 7.1** Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Performance Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
- 7.2** The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 7.3** The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 7.4** If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.
- 7.5** The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 7.6** The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/equipment(s).
- 7.7** The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The PBG / converted SDBG shall be released with the approval of HOD (MM) of the concerned subsidiary after expiry of validity period upon receipt of:
- a) 'No Claim Certificate' from the HOD of User department; and
  - b) 'No Claim / Dispute Certificate' from the Supplier as per format provided as Annexure-16.
- 7.8** In case of procurement of equipment, if the successful tenderer which does not have the 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, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical

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Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.

**7.9** The PBG will be submitted through Structured Financial Management System (SFMS).

#### **8. Inspections and Tests**

**81** 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 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.

**82** 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.

**83** 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 thirty 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 thirty day 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.

**84** 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

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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.

- 85** 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.
- 86** Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

### **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 Reference 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.
- 10.3** For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms

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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.

## **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.

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- 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.

### **13. Warranty**

- 13.1 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.
- 13.2 This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of materials at consignee’s end or twelve (12) months from the date of its use / fitment / commissioning, whichever is earlier.
- 13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

### **Section III - General Conditions of Contract (GCC)**

- 13.4 If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 13.5 For the goods whose life is less than twelve (12) months, the warranty period will depend on the nature of the item under procurement and shall accordingly be specified in SCC.

#### **14. Payment**

- 14.1 Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in Chapter-22.

#### **14.2 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. Agency commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:

- (A) Copy of foreign principal's invoice.
  - (B) Copy of bill of lading.
  - (C) Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
  - (D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept. of the subsidiary company, where the equipment has been deployed.
- 14.3 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.

#### **15. 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.

#### **16. Contract Amendments**

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Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/ Purchase Order shall be made except by written amendment issued against the Contract/ Purchase Order.

### **17. 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.

### **18. Subcontracts**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded by it 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.

### **19. Delays in the Supplier's Performance**

- 19.1 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.
- 19.2 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.
- 19.3 Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

### **20. Liquidated Damages**

- 20.1 In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the 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



## **Section III - General Conditions of Contract (GCC)**

whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. If this sum is not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser the remaining balance on demand. The supplier shall not be entitled to any gain on any such purchase.

20.2 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.

### **21. Termination for Default and breach of contract**

21.1 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 stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
- (c) If the Supplier, in the judgment of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

### **21.2 Code of Integrity for Public Procurement (CIPP):**

The supplier shall observe the highest standard of ethics while competing for and during execution of contracts.

The following practices would amount to violation of CIPP:

- 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 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

### **Section III - General Conditions of Contract (GCC)**

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.

#### **22. Force Majeure**

- 22.1 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.
- 22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 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."*

## **Section III - General Conditions of Contract (GCC)**

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### **23. 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.

### **24. Termination for Convenience**

24.1 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.

24.2 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.

### **25. Governing Language**

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

### **26. Taxes and Duties**

26.1 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 relevant clause of NIT.

26.2 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.

### **27. Limitation of Liabilities**

Except in cases of criminal negligence or wilful misconduct;

27.1 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.

27.2 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 and services supplied hereunder which caused such losses, claims, damages, costs or expenses.

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

### **28. Settlement of commercial disputes in case of contracts with Public Sector Enterprises/ Govt. Dept.(s)**

28.1 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

## **Section III - General Conditions of Contract (GCC)**

Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.

- 28.2 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. 05/0003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both parties.”*

### **29. Progress Reports**

- 29.1 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.
- 29.2 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.

### **30. Provisions of CIL’s Purchase Manual**

The provisions of CIL’s Purchase Manual and its subsequent amendments (Available on CIL’s website, [www.coalindia.in](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in this Bid document.

### **31. Applicable Law**

The Contract shall be governed by the laws of the Republic of India, unless otherwise specified in the bid document.

### **32. Jurisdiction of Courts**

- 32.1 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.
- 32.2 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.

### **33. Notices**

- 33.1 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 addresses of the Purchaser and the Supplier:

#### **Purchaser:**

Executive Director (M&C),  
Coal India Limited,  
Coal Bhawan, Premises No. 04,  
Plot No. AF-II, Action Area 1A,  
New Town, Rajarhat,  
Kolkata – 700 156, West Bengal, India  
Fax No.:+9133 – 2324 4115  
Phone: +9133 – 2324 4127]

#### **Supplier:**

[.Fax No.:+91 ..... Phone: +91.....]

- 33.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

### **Section III - General Conditions of Contract (GCC)**

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33.3 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.

**Section IV - Special Conditions of Contract (SCC)**

## **Section IV - Special Conditions of the Contract (SCC)**

### **Special Conditions of Contract (SCC)**

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. Further, there are some additional clauses in SCC.

#### **1. Security Deposit (GCC clause –6)**

- 1.1 The successful tenderers will have to submit Security Deposit for 10% (ten percent) value of the total landed value of the Equipment along with maximum annual landed value of spares and consumables of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit
- 1.2 In case of FOR destination contract in Indian Rupees, the total landed value for the purpose of SDBG will be arrived at after adding estimated GST and any other tax and duty, if applicable and any other cost and charges, if applicable, to the FOR Destination price of the ordered Equipment along with maximum annual landed value of spares and consumables of the contract.
- 1.3 In case of CIP contract in foreign currency, the total landed value of the for the purpose of SDBG will be arrived at after adding Customs Duty, estimated GST and any other tax and duty, where ever applicable and any other cost and charge, if applicable, to CIP price of the ordered equipment along with maximum annual landed value of spares and consumables of the contract.
- 1.4 The Security Deposit is to be submitted through RTGS/NEFT/IMPS/other digital modes or in the form of a Bank Guarantee as per format enclosed as [Annexure-10], Sample Forms, Section-VII, from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 30 days from date of Notification of Award. In case the SDBG is not submitted within 30 days from the date of NoA, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of NoA to the date of receipt of full SD shall be levied and paid by the successful tenderer along with the SDBG. However, subject to force majeure conditions, delay in submission of SDBG beyond **90 days** from the date of NoA may attract annulment of the award and forfeiture of EMD.
- 1.5 The Security Deposit shall be in the same currency (ies) in which contract is to be signed. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 1.6 SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of value of the total landed value of the Equipment along with maximum annual landed value of spares and consumables of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit, and all are submitted simultaneously within the specified time schedule as mentioned above and all of them are in the same prescribed format of SD without linking to any particular equipment.
- 1.7 The SDBG shall remain valid upto 3 months after the supply and commissioning of all the equipment. The SDBG will be released within 30 days after successful

## **Section IV - Special Conditions of the Contract (SCC)**

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commissioning of all the equipment covered in the contract and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract, as detailed in clause-2 below. The Bank Guarantee for Security Deposit shall be extended till the Performance Bank Guarantee (s) are submitted by the firm, failing which Security Deposit will be forfeited.

- 1.8 The SDBG issued by issuing bank on behalf of the bidder in favour of “Coal India Ltd.,” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention “CIL0066312” in field no. “7037” of IFN760COV or IFN767COV .The message will be sent to the beneficiary bank through SFMS and the date of SFMS confirmation to CIL shall be deemed to be the date of receipt of the BG. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: ICICI Bank  
Branch: Rasoi Court  
IFSC Code: ICIC0000006  
Account No. 000651000038  
Customer ID: 066312

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to MM department, CIL. However, if the original copy of the BG is handed over to the supplier by the Issuing bank, the issuing bank shall send an e-mail from their corporate e-mail id (on the date of handing over) directly to corporate e-mail id of the order placing authority that they have handed over the original copy of the BG to the supplier for handing over to the beneficiary, attaching a scanned copy of the SDBG.

- 1.9 Subject to force majeure conditions, if the successful tenderer fails to deposit the security deposit within **90 (ninety)** days from date of Notification of Award, or fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall also be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- 1.10 Security Deposit may be converted into Performance Bank Guarantee (PBG) at the option of the supplier by increasing its validity accordingly. Also, the format needs to be modified to take into account the Contract no. and date instead of the NoA no. and date. At the time of conversion of Security Deposit into PBG, it should be ensured that the amount of PBG should not be less than the amount prescribed under Clause-2.1 below. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause mentioned below.
- 1.11 The bidder shall submit the copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee.
- 1.12 **Exemption to the following Firms in India from Security Deposit:** Any Central/ State Government Organizations / PSUs shall be exempted from submission of Security Deposit.



## **Section IV - Special Conditions of the Contract (SCC)**

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

- 2.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the Equipment along with maximum annual landed value of spares and consumables of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit subsidiary-wise. The total landed value of the contract subsidiary wise will be worked out in line with the stipulations indicated at clause-1.2 and 1.3 above. The PBG will be required to be submitted subsidiaries wise to Paying Authority of concerned subsidiaries.
- 2.2 The Performance Guarantee shall be in the form of Bank Guarantee issued by a RBI scheduled bank in India in the format attached as [Annexure-11], 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. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 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 will be worked out by dividing the total value of contract worked out as per provisions contained in clauses 1.2 and 1.3 above, by the number of equipment ordered.
- 2.5 The PBG (s) shall remain valid till 3 months after the completion of the contractual period of all the equipment covered in the contract.
- 2.6 The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the particular equipment(s) OR  
in case the Supplier desires to convert SDBG into PBG at its option, extension of validity of SDBG for the requisite period as mentioned at Clause 2.5 above and suitable changes in format, is to be submitted before submission of the invoice for 80% payment of the first equipment of the contract OR  
in lieu of PBG, a letter be submitted sufficiently in advance (say 3-4 weeks) to the Paying Authority to deduct PBG value from the invoice for 80% payment of the particular equipment (s) which may be kept as PBG for that particular equipment(s).
- 2.7 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. The date of SFMS confirmation to Paying Authority shall be deemed to be the date of receipt of the BG. Original copy of the PBG issued by the Issuing Bank shall be sent by the issuing bank to concerned subsidiary. However, if the original copy of the BG is handed over to the supplier by the Issuing bank, the issuing bank shall send an e-mail from their corporate e-mail id (on the date of handing over) directly to corporate e-mail id of the order placing authority that they have handed over the original copy of the BG to the supplier for handing over to the beneficiary, attaching a scanned copy of the SDBG.

## **Section IV - Special Conditions of the Contract (SCC)**

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2.8 The release of the Performance Bank Guarantee(s) / converted SDBG after above indicated period, shall be subject to satisfactory performance of the equipment during 8 years period from the date of commissioning of the equipment and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG / converted SDBG, as deemed suitable shall be taken. Release of PBG for each equipment may be done separately on satisfactory performance of the respective equipment as above. In case of converted SDBG, the release will be done only after satisfactory performance of all the equipment covered in the Contract or in case of unsatisfactory performance of some equipment, or on receipt of the Claim amount to be recovered from the Supplier, with suitable deductions for unsatisfactory performance of equipment, if any, from the converted SDBG.

The PBG / converted SDBG shall be released with the approval of HOD (MM) of the concerned subsidiary after expiry of validity period upon receipt of:

- a) 'No Claim Certificate' from the HOD of User department; and
- b) 'No Claim / Dispute Certificate' from the Supplier as per format provided as Annexure-16.

Whenever deductions towards unsatisfactory performance of equipment or non-achievement of guaranteed availability in a particular year(s) are made within the tenure of the PBG/converted SDBG during the contract period, the amount deducted from the PBG/converted SDBG should be replenished within a month in order to ensure that the original value of the PBG/converted SDBG remains the same throughout the contract period.

2.9 In case of successful tenderer which does not have the After Sales Service Support facilities in India, as mentioned in Clause-5.3, ITB, Sec-II, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted to CIL (HQ). This additional 30% PBG will be released after establishment of After Sales Service Support facilities in India for the ordered equipment within completion of warranty period of the first equipment commissioned or earlier subject to confirmation of the same by GM/ HOD (EED), CIL in consultation with GM/HOD (Excavation) of the subsidiaries concerned where the equipment(s) have been deployed.

However, the supplier shall have to first submit the PBG / convert the submitted SDBG in line with Clause-2.1 above, before release of additional 30% PBG. The total contract period is 8 years from the date of commissioning of all the equipment covered in the contract. This 10% PBG (as per Clause-2.1) will be released after satisfactory performance of all equipment and fulfillment of contractual obligations.

2.10 In case the bidder qualifies under Clause 7.7.2, ITB, they shall initially be required to supply the quantity of first lot of equipment along with spares & consumables for warranty period as indicated in Schedule of Requirements against submission of additional PBG for 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot as per Clause 7.7.2 (b) (ii), ITB. This additional 100% PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the first lot of equipment. This PBG will initially be kept valid for 18 months from submission of the invoice for 80% payment of the 1<sup>st</sup> lot of equipment.

This additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning after obtaining clearance for commencing balance supplies from the Order Placing Authority. In case of unsuccessful performance of any equipment of

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the first lot of equipment supplied by the Supplier, this 100% additional Performance Bank Guarantee for the first lot of equipment as mentioned above shall be encashed by CIL along with other measures as indicated in Clause 7.7.2,ITB.

- 2.11 The bidder shall submit the copy of SFMS Message as sent by the issuing Bank branch along with original Bank guarantee.

### **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 Clause 8.3 of the GCC is modified 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 day 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 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".

- 3.3 The following Clause is added as Clause 8.7 to the GCC:

"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. Incidental Services**

The following Services, 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 30 days from the receipt of equipment at site.

The purchaser will provide necessary cranes, electricity and fuel required for testing only. 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.

If the supplier fails to commission the equipment within the specified period as mentioned above, Liquidated damages will be recovered @ 0.5% of the landed

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price of the equipment along with accessories per week or part thereof for the delayed period subject to a maximum of 5% of the landed price of equipment along with accessories.

**(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.

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.

For visit of Purchaser's personnel to manufacturer's works/venue of training, the Purchaser shall arrange all necessary tickets, conveyance, lodging and boarding and any other matter or facility for visits of Purchaser's personnel.

**5. Insurance (GCC Clause-11)**

Pursuant upon Clause-11.1, GCC, the insurance coverage of the goods will be upto successful erection and commissioning of the equipment at site.

**6. Transportation (GCC Clause-12)**

Add the following paragraph to the Clause-12.3, GCC:

“Marine Freight and Insurance Charges shall be paid at actuals subject to the ceiling of quoted amount. Inland Freight charges and Insurance charges shall be paid at actuals but not beyond the rate/ price quoted under these heads.”

**7. Warranty (GCC Clause-13)**

The “thirty days” mentioned in Clauses-13.3 and 13.4 of the GCC shall stand replaced by “sixty days”.

For the purpose of Clause 13.5 of the GCC, “For the goods whose life is less than twelve (12) months, the warranty period will depend on the nature of the item under

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procurement” and the parts manufacturer’s or supplier’s guarantee /warranty certificate shall suffice.

### **8. Payment (GCC Clause 14)**

8.1 Pursuant to Clause-14.1 of the GCC, the payment terms are as follows:

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

#### **8.2.1 For Payment of equipment in Indian Rupees:**

- (a) 80% value of the equipment including Inland Freight charges, Inland transit insurance charges and other charges with 100% taxes and duties but excluding erection and commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee’s end, and submission of either:

Performance Bank Guarantee having validity till 3 months after the completion of 8 years from the date of commissioning of all the equipment covered in the contract; or

Copy of validity extension of SDBG, in case SDBG is converted into PBG at the option of the supplier, till 3 months after the completion of 8 years from the date of commissioning of all the equipment covered in the contract.

In case of non-submission of PBG or converted SDBG, payment may be made after deducting equivalent amount as PBG on specific request of the Supplier.

- (b) Balance 20% payment including erection and commissioning charges shall be made within 21 days after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) 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 Deptt. of the subsidiary company, where the equipment has been deployed.

- (c) Inland Freight charges and Inland insurance charges shall be paid at actuals subject to ceiling of the quoted rates/ prices under these heads.

#### **8.2.2 For Payment of consumable spares and consumables for first 12 months of warranty period in Indian Rupees:**

100% value of the consumable spares and consumables and 100% taxes and duties and other charges shall be made within 21 days of receipt and acceptance of materials at consignee’s end.

#### **8.2.3 For Payment of spares and consumables for 7 years after the warranty period of 12 months in Indian Rupees under Spares Cost Cap:**

100% value of the spares and consumables and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at consignee’s end.

#### **8.2.4 Submission of Documents for Payment for equipment in Indian Rupees:**

For payment for equipment in Indian Rupees, the supplier will submit the following

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documents along with bills to the paying authority:

### **For 80% payment :**

- a. Two 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. Copy of Receipted Challan/ Consignment Note of all the consignments.
- c. Equipment Manufacturer's Test & Inspection Certificate.
- d. Equipment Manufacturer's Warranty /Guarantee Certificate as per Technical Specification Clause-C.9.
- e. The following Lowest Price Certificate as per SCC clause - 9.3:  
“We certify that prices for the items supplied are the lowest and not higher than as applicable 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 and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price”.
- f. The following Price Fall Certificate as per SCC Clause- 9.3 “  
“We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract”.
- g. Self-attested copy of acceptance letter of the PBG as per Clause 2, SCC, Sec-IV by the concerned subsidiary **OR** Self-attested copy of acceptance letter of the extended SDBG as per Clause 1.11, SCC, Sec-IV by CIL or self-attested letter for deduction of equivalent amount from their bills.
- h. Documentary evidence for freight charges and transit insurance charges up to the destination.
- i. Copy of Certificate of Insurance.
- j. Any other document(s) required as per contract.

### **For 20% payment :**

- a. Successful 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.

### **8.2.5 Submission of Documents for Payment in Indian Rupees for consumable spares and consumables during warranty period.**

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

- a. Two 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. Copy of Receipted Challan/ Consignment Note of all the consignments.
- c. Equipment Manufacturer's / Supplier's Warranty /Guarantee Certificate as per GCC Clause-13.2 & 13.5.
- d. The following Lowest Price Certificate as per SCC clause - 9.3 :  
“We certify that prices for the items supplied are the lowest and not higher than as applicable 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 and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price”.

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- e. The following Price Fall Certificate as per SCC Clause- 9.3 “  
“We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract”.
- f. Any other document(s) required as per contract.

### **8.2.6 Submission of Documents for Payment in Indian Rupees for spares and consumables during 2<sup>nd</sup> year to 8<sup>th</sup> year of operation under Spares Cost Cap:**

For payment for Spares and consumables under Spares Cost Cap in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:

- a. Two 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. Copy of Receipted Challan/ Consignment Note of all the consignments.
- c. Equipment Manufacturer's / Supplier's Warranty /Guarantee Certificate as per GCC Clause-13.2 & 13.5.
- d. The following Lowest Price Certificate as per SCC clause - 9.3 :  
“We certify that prices for the items supplied are the lowest and not higher than as applicable 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 and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price”.
- e. The following Price Fall Certificate as per SCC Clause- 9.3  
“We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract”.
- f. Certificate that the spares and consumables being supplied during the ...th year of operation and for which payment is being sought, has not crossed the cumulative Spares Cost Cap value of the ...th year of operation of the Machine Sr. No.....
- g. Any other document(s) required as per contract.

### **8.3.1 For Payment of equipment in foreign Currency**

- i) An unconfirmed, irrevocable letter of credit will be established for net CIF value after deducting Indian Agency Commission, if any from the CIF value.
- ii) 80% payment of the net CIF value will be made through unconfirmed, irrevocable letter of credit against submission of:
  - A. shipping documents;
  - B. Self-attested copy of acceptance letter of the PBG as per Clause 2, SCC, Sec-IV by the concerned subsidiary **OR** Self-attested copy of acceptance letter of the extended SDBG as per Clause 1.11, SCC, Sec-IV by CIL or letter for deduction of equivalent amount from their bills.
  - C. Copy of Receipted Challan/ Consignment Note of all the consignments.
- iii) Balance 20% of the net CIF value will also be paid through same unconfirmed irrevocable, letter of credit against submission of successful 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

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- company, where the equipment has been deployed.
- iv) The Marine freight and Marine Insurance charges shall be paid at actuals subject to ceiling of the quoted amounts.

All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by purchaser and all charges in the seller's country shall be borne by the beneficiary.

The letter of credit shall not be confirmed. In case the bidder insists for confirmation of the letter of credit, the cost of confirmation shall be borne by the bidder.

L/C shall be opened by the paying authority of the concerned subsidiary.

L/C shall allow partial shipment and trans-shipment

### **INR Component of Equipment**

80% payment of the INR component of CIP value of the equipment and 100% taxes but excluding erection and commissioning charges shall be made within 21 days after receipt and acceptance of equipment at site at the consignee's end and submission of either (a) Performance Bank Guarantee having validity till 3 months after the completion of 8 years from the date of commissioning of all the equipment covered in the contract; or (b) Copy of validity extension of SDBG, in case SDBG is converted into PBG at the option of the supplier, till 3 months after the completion of 8 years from the date of commissioning of all the equipment covered in the contract. In case of non-submission of PBG or converted SDBG, payment may be made after deducting equivalent amount as PBG on specific request of the Supplier.

Balance 20% of the INR component of CIP value including erection and commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) 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 Deptt. of the subsidiary company, where the equipment has been deployed.

The Inland freight charges and Insurance charges shall be paid at actual subject to ceiling of the quoted rate/ price quoted under these heads.

### **8.3.2 For Payment of consumable spares and consumables for first 12 months of warranty period in foreign Currency:**

100% payment of the net CIF value after deducting Indian Agency Commission, if any from the CIF value will be made through another unconfirmed, irrevocable letter of credit. Letter of Credit shall be opened on receipt of intimation of the readiness of goods by the Supplier in the 1<sup>st</sup> year of supply.

The INR component of CIP value shall be made within 21 days after receipt and acceptance of materials at consignee's end.

The Marine freight, Marine Insurance, Inland freight charges and Insurance charges, as applicable shall be paid at actual subject to ceiling of the quoted amount.

### **8.3.3 Submission of Documents for Payment in foreign Currency for equipment**

#### **For 80% Payment:**



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For Payment for equipment in foreign Currency, the supplier will submit the following documents along with bills to the bank for negotiating L/C:

- a. Two (2) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. Importer Exporter Code (IEC) of concerned subsidiary Co. should be mentioned in Bill of Lading.
- c. Two (2) copies of packing list identifying contents of each package.
- d. Equipment Manufacturer's Warranty /Guarantee Certificate as per Technical Specification Clause-C.9 .
- e. Manufacturer's Test & Inspection Certificate
- f. The following Lowest Price Certificate as per SCC clause - 9.3 :  
“We certify that prices for the items supplied are the lowest and not higher than as applicable 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 and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price”.
- g. The following Price Fall Certificate as per SCC Clause- 9.3 “  
“We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract”.
- h. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- i. Self-attested copy of acceptance letter of the PBG as per Clause 2, SCC, Sec-IV by the concerned subsidiary **OR** Self-attested copy of acceptance letter of the extended SDBG as per Clause 1.11, SCC, Sec-IV by CIL or self-attested letter for deduction of equivalent amount from their bills.
- j. A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. -----(Indian Agent).
- k. Copy of Goods Consignment Note supported by Challans of all the consignments, duly receipted by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered
- l. Copy of Certificate of Insurance.
- m. Documentary evidence for Marine freight and marine Insurance.
- n. Any other document(s) required as per contract

### **For 20% Payment:**

- a) Self-attested copy of 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.

### **8.3.4 Submission of Documents for Payment in foreign Currency for consumable spares and consumables during warranty period**

For Payment for consumable spares and consumables in foreign Currency, the supplier will submit the following documents along with bills to the bank for negotiating L/C:

- a. Two (2) copies of the Supplier's shipping invoice showing Contract Number,

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Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.

- b. Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. IEC of concerned subsidiary Co. should be mentioned in Bill of Lading.
  - c. Two (2) copies of packing list identifying contents of each package.
  - d. Equipment Manufacturer's / Supplier's Warranty / Guarantee Certificate as per GCC Clause-13.2.
  - e. The following Lowest Price Certificate as per SCC clause - 9.3 :  
"We certify that prices for the items supplied are the lowest and not higher than as applicable 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 and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price".
  - f. The following Price Fall Certificate as per SCC Clause- 9.3 "  
"We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract".
  - g. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
  - h. A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than ----% of FOB value of the contract to M/s. ----(Indian Agent).
  - i. Copy of Receipted Challan/ Consignment Note of all the consignments.
  - j. Copy of Certificate of Insurance.
  - k. Documentary evidence for Marine freight and Insurance.
  - l. Any other document(s) required as per contract
- 8.4 In case of award of Contract against Clause 7.7.2, ITB, Section II involving payment in foreign currency, 2 (two) separate LCs will be opened. The 1<sup>st</sup> LC will be opened to cover the supply of the 1<sup>st</sup> Lot after issuance of the Contract and the 2<sup>nd</sup> LC will be opened for supply of the balance equipment after issuance of clearance certificate from CIL. Additional documents for submission of additional 100% PBG for the 1<sup>st</sup> lot equipment and consumable spares and consumables for the warranty period and confirmation of its acceptance shall also be taken while opening the first LC.

### **8.5 Payment for Indian Agency Commission (GCC Clause-14.2)**

The Clause-14.2, GCC is modified and the following is also added:

Indian Agency commission, if any, for equipment shall be paid in equivalent Indian Rupees within twenty-one days of submission of bills, after installation and commissioning of the equipment on submission of the following documents:

- (A) Copy of foreign principal's invoice.
- (B) Copy of bill of lading.
- (C) Self-attested copy of certificate from State Bank of India regarding Bill Selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered) or self-attested downloaded sheet from SBI portal containing Bill Selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

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- (D) Self-attested copy of commissioning certificate of the equipment 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.

Paying Authority shall verify the self-attested downloaded sheet of SBI containing the Bill Selling Exchange rate from the SBI portal/website and after verification, make payment.

Indian Agency Commission, if any, for consumable spares and consumables for 1<sup>st</sup> year 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 foreign principal's invoice.  
(B) Copy of bill of lading.  
(C) Certificate from State Bank of India regarding Bill Selling exchange rate ruling on the date of bill of lading (in case of bank holiday on Date of bill of lading, Bill selling exchange rate on next working day shall be considered) or self-attested downloaded sheet of SBI portal containing Bill Selling exchange rate ruling of the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

Paying Authority shall verify the self-attested downloaded sheet of SBI containing the Bill Selling Exchange rate from the SBI portal/website and after verification, make payment.

### **8.6 Paying Authority**

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

The payments will be made by the Paying Authority to the manufacturer and / or Indian agent shall be per the duly filled Bank Details for Electronic Payment submitted in the CPS. The firm is also required to upload the scanned copy of cancelled cheque with their offer.

## **9 Prices**

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

### **9.2 Lowest Price Certificate**

The bidder shall submit a declaration in the CPS confirming the prices quoted in the tender are the lowest and not higher than as applicable 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 for equipment and spares and consumables of same specifications.

### **9.3 Price Fall Clause**

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower

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than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

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

- i) Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

Note:

- a. The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order for the tendered / similar item(s) received by them from any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- d. The supplier shall submit 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.

A declaration on the Price fall clause shall be undertaken in the CPS.

### **10 Banned or Delisted 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 in India. 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 in India, 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 CPS which shall be filled in by the bidder suitably. In case Indian Agent or Indian Subsidiary of an Indian Manufacturer is quoting against the tender, they will also give

a declaration in the CPS on behalf of the equipment manufacturer ( or vice versa), if

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applicable.

### **11 Distribution of Order**

There will be distribution of order in the following circumstances:

- a) When the L-I bidder has not offered the full quantity: In such cases, after coverage of quantity on L-I bidder as per its offer, the remaining quantity will be ordered on the L-2 bidder at the rate offered by the L-I bidder and for this purpose, L-I rate will be counter offered to L-2 bidder. If L-2 bidder does not accept the L-I rate or is also not able to meet the remaining requirement, then the balance quantity may be covered on L-3 bidder and this process will be followed till the entire tender quantity is covered. All such orders will be placed at the rate offered by the lowest responsive tenderer (L-I).
- b) Purchase Preference shall be as per provision of the clause no.38 (Make in India) and 39(MSEs) of ITB.

### **12. Taxes and Duties (GCC Clause-26)**

#### **12.1 The following sub-clause is added to Clause-26, GCC :**

#### **Applicability of GST on Liquidated damages, EMD and/or Security Deposit forfeiture:**

GST shall not be applicable on Liquidated damages, EMD and/or Security Deposit forfeiture

### **14. Changes in Order (GCC Clause 15)**

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) the place of delivery; and/or
- b) the place of Services to be provided by the Supplier.

### **15. Provisions of CIL's Purchase Manual (GCC Clause 30)**

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, [www.coalindia.in](http://www.coalindia.in)) prevailing on the date of opening of tender shall also be applicable, if not specified otherwise in this Bid document / Contract.

**Section V - Schedule of Requirements**

## Section V - Schedule of Requirements

### Schedule of Requirements

#### Part I

**Table – A [If the bidder qualifies as per clause – 7 (except sub clause 7.7.2): Provenness criteria, Section-II (ITB)]**

Sl. No	Brief Description of Goods & Services	Quantity	Expected Delivery schedule at Site
1	20 CuM Electric Hydraulic Face Shovel [Bucket Capacity Range: 20 CuM – 23 CuM] as per design criteria given in Part-D, Clause 3 of Technical Specifications.	<b>02 nos.</b>	<p>At least 01 (one) machine within 12 months from the date of signing of Contract.</p> <p>Thereafter at least 01(one) machine per 02 (two) months.</p> <p><b><u>Project wise Allocation:</u></b> Gevra OCP, SECL – 02 nos.</p> <p>Priority allocation will be indicated in the contract.</p> <p>In case of distribution of tendered quantity among the successful bidders, above delivery schedule shall be suitably modified at the time of conclusion of Contract on pro-rata basis. However, the commencement period for delivery will remain the same for each supplier.</p> <p>Adjustment to the excess supplies, if any, made against the above delivery schedule is admissible in case of subsequent short supplies.</p>
2	AFDSS and other commissioning requirements as per Annexure – 6 of the NIT (contract), if any, and Ancillary Equipment for each equipment of Item 1 (above), as specified in Technical Specifications, Section-VI.	In accordance with SI. No. 1 (above)	Delivery to be made along with the Machine.
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	<b>08 (01+07) years</b>	<p>To comply with the terms of part C.6 of Technical Specifications, Section VI and in consideration of Items 1 and 2 above.</p> <p>The delivery of spare parts and consumables should be made as follows:</p>

## Section V - Schedule of Requirements

	<p>Technical Specification, Section-VI.</p> <p>The cost of Spare Parts requirement shall be quoted separately for each equipment.</p>	<p>a) Consumable spares and consumables required for first 12 months of warranty period– to be supplied in two lots within six months from the date of commissioning of the first equipment. No consumable spares and consumables of warranty period will be accepted after completion of 12 months of warranty period.</p> <p>b) Spares and consumables required from 2<sup>nd</sup> to 8<sup>th</sup> year of operation from the date of commissioning of the equipment– To be supplied as per requirement of the user under Spares Cost Cap.</p>
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**Table – B [If the bidder qualifies against sub clause -7.7.2 of clause - 7: Provenness criteria, Section II (ITB)]**

Sl. No	Brief Description of Goods & Services	Quantity	Expected Delivery schedule at Site
1	<p>20 CuM Electric Hydraulic Face Shovel [Bucket Capacity Range: 20 CuM – 23 CuM] as per design criteria given in Part-D, Clause 3 of Technical Specifications.</p>	<p><b>02 nos.</b></p>	<p>01 (one) machine within 12 months from the date of signing of Contract.</p> <p><b>Allocation of 1st machine and project will be indicated in the Contract.</b></p> <p>On successful performance of the 1<sup>st</sup> machine for one year from the date of commissioning, clearance to be obtained from order issuing authority for the remaining quantity to be supplied.</p> <p>In case of distribution of tendered quantity among the successful bidders under this clause, above delivery schedule shall be suitably modified at the time of conclusion of Contract on pro-rata basis. However, the commencement period for delivery will remain the same for each supplier.</p> <p><b><u>After clearance of successful performance of the 1<sup>st</sup> Equipment:</u></b> The commencement of delivery of 2<sup>nd</sup> machine of remaining quantity within 06 (six) months from the date of clearance and</p>



**Section V - Schedule of Requirements**

			<p>balance machine(s) to be supplied thereafter @ at least 01 (one) machine per 02 months.</p> <p>Project wise allocation for the 2<sup>nd</sup> and subsequent equipment will be indicated in the Contract.</p> <p>Adjustment to the excess supplies, if any, made against the above delivery schedule is admissible in case of subsequent short supplies.</p>
2	AFDSS and other commissioning requirements as per Annexure – 6 of the NIT (contract), if any, and Ancillary Equipment for each equipment of Item 1 (above), as specified in Technical Specifications, Section-VI.	In accordance with SI. No. 1 (above)	Delivery to be made along with the Machine.
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.	<b>08 (01+07) years</b>	<p>To comply with the terms of part C.6 of Technical Specifications, Section VI and in consideration of Items 1 and 2 above.</p> <p>The delivery of spare parts and consumables should be made as follows:</p> <p>Consumable spares and consumables required for first 12 months of warranty period for the 1st Equipment– to be supplied in two lots within six months from the date of commissioning of the equipment. No Consumable spares and consumables will be accepted after completion of 12 months of warranty period.</p> <p>i) If the performance of the first equipment is found successful, the delivery schedule of spares &amp; consumables for 2nd year onwards for the 1<sup>st</sup> equipment supplied shall be as follows:-</p> <p>Spares and consumables required from 2<sup>nd</sup> to 8<sup>th</sup> year of operation from the date of commissioning of the equipment – To be supplied as per requirement of the user under Spares Cost Cap.</p>

## Section V - Schedule of Requirements

			ii) The delivery schedule of spare parts and consumables for the remaining equipment shall be mentioned at the time of issue of clearance for supply of remaining equipment, which will be in line with the delivery schedule for spares and consumables given in Table A.
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The quantities of equipment allocated to the mine projects are as follows:

Sl. No.	Name of Project	Company	Consignee Address	Total Requirement(under NCD)
1	Gevra OCP	South Eastern Coalfields Limited	Depot Officer, Gevra Area, South Eastern Coalfields Limited, P.O. Gevra, Distt. Korba, Chattisgarh, India, Pin- 495452	02 nos.
<b>TOTAL</b>				<b>02 nos.</b>

### **Note:**

1. Price for the equipment along with accessories and Spares & Consumables for the projects shown under NCD heading should be quoted with Normal Custom Duty (NCD).
2. Price for the equipment along with accessories and Spares & Consumables for the projects shown under PCD heading should be quoted with Project Concessional Duty (PCD) applicable for the imported contents, as per extant customs rules and regulations.

### **Delivery Terms**

A) **In case of Import Order:** On CIP (Final Place of Destination) basis.

B) **In case of Indigenous Order:** On FOR Destination basis / Free Delivery at Site basis.

**Delivery Schedule:** Delivery schedule as indicated above, shall reckon from the date of Contract. However, in case of order for equipment under PCD on Indigenous manufactures, delivery period will be counted from the date of intimation to the supplier that the project registration with Customs has been completed subject to furnishing of all the documents or compliance of all requirements of Customs by the Supplier required for registration of project. In case of direct import, delivery shall not be linked with issue of PCD certificate.

### **Final Place of Destination / FOR Destination / Free Delivery at Site/ Ultimate Consignee**

The Projects indicated above are the Final Place of Destination/ FOR Destination / Free Delivery at Site for the purpose of delivery. The consignee mentioned therein is the ultimate consignee.

## Section V - Schedule of Requirements

### Part II

Sl. No.	Brief Description of Services	Period/Quantum
1	Training of Purchaser's Personnel at Project Site / 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.

### Schedule of Requirements of Services

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 and manpower (skilled/semi-skilled/non skilled) 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. These estimates relate to each equipment as specified in Part I

Training schedule per machine (as per schedule of requirement)

Type of Personnel	At Manufacturer's training facilities available in India					At Site				
	No	Period		Total		No	Period		Total	
Mech Engineer	01	01	week	01	week	01	01	Week	01	Week
Elec Engineer	01	01	week	01	week	01	01	Week	01	Week
Mech Supervisor	01	01	week	01	week	01	01	Week	01	Week
Elec Supervisor	01	01	week	01	week	01	01	Week	01	Week
Mech Fitter	00	00	week	00	week	03	01	Week	03	Weeks
Electrician	00	00	week	00	week	03	01	Week	03	Weeks
Operator	00	00	week	00	week	03	01	Week	03	Weeks
Total	04			04	weeks	13			13	weeks

*Definitions:*

*Mech/Elect Engineer-*

*Graduate Engineer having basic knowledge of the equipment*

## **Section V - Schedule of Requirements**

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*Elect/Mech Supervisor - Diploma Holder Engineer having basic knowledge of the equipment*  
*Mech 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 first equipment in the respective project.**

**IV. Provision of additional training within the contract period after completion of warranty period.**

- i. The bidder shall give confirmation in their bid to impart training to the CIL personnel, in addition to the contractual training provision, after completion of warranty period but at any time within the contract period.
- ii. The additional training will be as per requirement of the user and shall cover the training scope same as per the mandatory training (within warranty period) of the contract.

The training will be on chargeable basis and additional payment to the supplier will be made at the same rates which have been indicated for mandatory training.

# **Section VI - 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**

## **Section VI – Technical Specifications**

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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 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 e-mail/fax etc. directly with the subsidiary company and concerned officer as detailed in the following schedule. Copies of all such communications should be sent to:

**Executive Director(M&C)**  
**Coal India Limited,**  
**“Coal Bhawan”,**  
**Plot No. AF III, Action Area 1A**  
**New Town, Rajarhat**  
**Kolkata - 700 156**  
**Telephone No. (033) 23244127**  
**Fax: (033) 23244115**  
**Email: [edmnc.cil@coalindia.in](mailto:edmnc.cil@coalindia.in)**  
**Website: [www.coalindia.in](http://www.coalindia.in)**

<b>Subsidiary Company</b>	<b>Project</b>
<b>South Eastern Coalfields Limited</b> Post Box No. 60 Seepat Road, Bilaspur Chhattisgarh 495 001 Fax: 91(0) 7752 246465 Tel : 91(0) 7752 246315 Attention : General Manager (Excv)/HOD	<b>GEVRA OCP (02 nos.)</b>

**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 Hydraulic Face Shovel [Bucket Capacity Range : 20 CuM – 23 CuM] to opencast (surface) coal mining projects 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 oils, greases, lubricants, all GETs for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 7 years under Spares Cost Cap.

For Electrical Hydraulic Face Shovel, 300 mtr. trailing cable and suitable Field Switch as per Technical Specification mentioned in Clause D.5.3 & D.5.5 of Part D, shall be supplied initially along with the equipment as commissioning item.

The Scope and Phasing of supply for the Electrically Powered Hydraulic Face Excavator with bucket capacity 20 CuM – 23 CuM 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.

**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;

One hard copy along with soft/digital copy to each project site; and

Soft/digital copy of the same to the General Manager (Excv.)/HOD, Subsidiary Hqrs. and General Manager (EED), 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;

One hard copy along with soft/digital copy to each project site; and

Soft/digital copy of the same to the General Manager (Excv.)/HOD, Subsidiary Hqrs., General Manager (EED), CIL; General Manager (MM)/HOD subsidiary Hqrs and General Manager (MM)/HOD, CIL.

In addition to the Equipment drawings, where appropriate the Supplier shall supply detailed relevant drawings (in the same number of copies) illustrating erection/assembly site(s),



## **Section VI – Technical Specifications**

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foundation and accommodation requirements for such items as drive motors, switch installations etc.

### **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 performance testing of the Equipment and accessories supplied.

The technicians shall remain at site following commissioning and train all necessary personnel to make them conversant with the maintenance and operation of the equipment.

### **A.5 Training:**

#### **A.5.1 Compulsory Training**

The training shall be completed in batches within warranty period from the date of commissioning of the equipment in the respective project. 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’s bought out systems, e.g., 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 per equipment is described in Sec-V.

**A.5.2 Additional training within the contract period after completion of warranty period**

- (a) The bidder shall give an undertaking in their bid to impart training to the CIL personnel at any time within the contract period after completion of warranty, in addition to the compulsory training as per provision of clause A.5.1.
- (b) The additional training will be as per requirement of the user and the scope of training will be same as per the compulsory training provision of clause A.5.1.
- (c) The training will be on chargeable basis and additional payment to the supplier will be made at same rate what individual supplier will be charged for compulsory training.

**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 GEVRA OCP, SECL**

The Gevra Opencast Project is owned by the South Eastern Coalfields Limited, a wholly owned subsidiary of Coal India Limited (the “Purchaser”). The mine is located partly in the Korba District of Chattisgarh. The nearest rail head is Gevra Road station on Champa – Gevra Road branch line of the South Eastern Railway Network.

**Geological Conditions**

Lateritic soil and sub soil, fine to coarse sandstone, sandy shale and carbonaceous shale.

**Water Supply**

Hasdeo river is the main source of water supply which is approximately 10 Km from mine site.

**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 of the coal mines, where the equipment will be deployed, 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 - 1200mm, 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 during the lifetime of the equipment.
- 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

## **Section VI – Technical Specifications**

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Subsidiary Co. Supplier shall not seek any technical modification / up-gradation at the cost of buyer before completion of 07 years from the date of completion of guaranteed availability contract period of the equipment except, when any modification / up-gradation is 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 and bidder shall disclose the manufacturer's name of all such items in their bid.

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, testing and commissioning of the equipment at site for which the supplier shall depute qualified and competent Engineer(s) and specialist technicians.

### **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 Indian/International Standards Organization or any other equivalent international standards, which corresponds to specific IS/ISO 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 IS/ISO.

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 **Système International (d'unités)(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.

## **Section VI – Technical Specifications**

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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 in the Pre-Bid Conference.

The Supplier shall be responsible for the erection, 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 by the Supplier in conjunction with the Purchaser's nominated personnel.

### **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 / license 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 08 years for 20 CuM Electric Hydraulic Face Shovel 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 for 08 years for 20 CuM Electric Hydraulic Face Shovel from the date of issue of the Commissioning Certificate. The schedule of supply of spares and consumables shall be 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 cable is not included in consumables.

The supplier shall submit a separate schedule showing consumable spares and consumables proposed to be supplied by them in the 1<sup>st</sup> (twelve) months period for each equipment from the date of commissioning of equipment as per 'Schedule of Requirement' to comply with the provisions herein contained.

## **Section VI – Technical Specifications**

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Management and storage of spares and consumables from 2<sup>nd</sup> year of operation from the date of commissioning onwards (i.e. after completion of warranty period) till completion of contract period will be under the scope of the supplier. The Spares Cost Cap shall be equipment-wise for each equipment. The modalities of operation of Spares Cost cap model shall be as follows:

- i) Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap.
- ii) The Spares Cost Cap shall be in Indian Rupees (INR) only and exclusive of estimated GST. Estimated GST shall also be indicated separately. The Spare Parts Stores/facility to be operated by the Supplier shall be GST registered storage facility or else the supplier will have to get the Stores/facility registered with GST authorities at least before commencement of Spares Cost Cap in the 2<sup>nd</sup> year of operation of the first equipment commissioned.
- iii) The supplier shall submit the comprehensive Price List at least 6 months prior to the 2<sup>nd</sup> year of operation of the first equipment commissioned (in hard copy duly signed as well as in soft copy), covering all the spares and consumables and assemblies / sub-assemblies etc. required during lifetime of the equipment to CIL. CIL will examine the same with respect to any other Price List, if available, applicable on the first date of applicability like Depot Agreement Price List / RC prices etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. This list may be different from the Depot Agreement price list to the extent that the Price List under Spares Cost Cap will be comprehensive one including all bought out items, oils and lubricants etc. whereas the Depot Agreement Price List normally excludes these items. The approved Price List will be valid at least for a period of one year from its applicable date. If any item appears in this Price List as well as in the Depot Agreement Price List / RC price list / any other approved Price List of the same firm for other equipment, the lowest price will be applicable against all such lists. The time period for such circulation of approved Price List shall be about 3 months prior to the 2<sup>nd</sup> year of operation of the first equipment commissioned. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the Price List submitted to CIL but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.
- iv) For subsequent years during the contract period, the supplier may continue with the same approved Price List or submit the next Price List (in hard copy duly signed as well as in soft copy) which may include items with alternate part nos., if any. However, no new item shall be included. If a new Price List is submitted, it should be submitted at least 6 months prior to the applicable year of operation of the first equipment commissioned to CIL along with the statement of increase / decrease in item-wise prices from the previous approved price list with proper justification for increase in prices. CIL shall examine the same especially in relation to the increase with the previous year etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. The time period for circulation of approved Price List shall be approximately within 3 months after receipt of the new Price List. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the previous approved Price List in operation but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.

## **Section VI – Technical Specifications**

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Further, if for the compliance of any statutory, regulatory or environmental regulation or guidelines from DGMS or other institutions / GOI, the new parts for compliance of such regulations may be included in the price list with documentary evidence related to implementation of such guidelines. Otherwise, no new item will be included.

- v) For items, which are not covered in the approved Price List(s), but need to be supplied, the supplier shall supply the same free of cost during the complete period of contract.
- vi) The Supplier will assess the requirement of spares and consumables for the particular year of operation and submit the list of spares and consumables including quantity to the Excavation Engineer In-Charge of the Mine/Project, 3 months in advance of the respective year of operation. The Excavation Engineer In-Charge, after verifying that the same is in order, shall send the same to the Excavation Engineer In-Charge of the Area. The Area, shall proceed to place an Open Provisional Purchase Order, based on the prices as per available Price List, through the Area Purchase Cell on the Supplier within the Spares Cost Cap Value of the particular year. For placing the Open Provisional Purchase Order by the Area Purchase Cell, no formal approval is required. If any item is not appearing in the Price List, it will be supplied on FOC basis.
- vii) Once the Open Provisional Purchase Order is placed by the concerned Area Purchase Cell, it is the responsibility of the Supplier to ensure that these spares and consumables are made available to the mine / project as and when required.
- viii) Fortnightly Inspection Report(s) regarding the health of the equipment including all safety features etc. will be prepared jointly by the Supplier and the Excavation Engineer-In-Charge of the Mine/Project for short term and long term planning for requirement of spares and consumables and these joint Inspection Reports will be the basis for assessment and confirmation of requirement of spares and consumables under Spares Cost Cap.
- ix) Based on the requirement generated as per the fortnightly Inspection Report(s), the Area Excavation Engineer-in-Charge will send to the Area Purchase Cell, the complete details of those spares and consumables against the Open Provisional Purchase Order, which are required for the month/quarter depending on the nature of equipment. The Area Purchase Cell shall thereafter proceed to place Formal Order on the Supplier within 10 days with the concurrence of Area Finance and approval of Area GM. In case the items are not covered in the Open Provisional Purchase Order but the prices are indicated in the approved Price List, the same may also be taken into consideration as long as the limit for Spares Cost Cap is not exceeded. The delivery of the spares and consumables to the Regional/Area Stores shall be made thereafter within 15 days. The materials shall be routed through Regional/Area Stores of the concerned Area (not unit stores / charged off stores). The procedure for acceptance of materials, lifting of materials from Stores, use in the machine and payment to be made shall be as follows:
  - a) The supplier will supply the requisitioned spares and consumables along with copies of GST Invoices, delivery challans etc. to the Consignee duly indicating part no. description, quantity etc.
  - b) The Regional/Area Stores will enter the receipt of the items in the concerned register and arrange for inspection of the items by the concerned Area Engineer(s) or his authorized representative(s). On acceptance of the material, the Stores Receipt



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Voucher (SRV) will be raised by the Regional/Area Stores. The materials will then be moved from the Receipt Section to the Issue Section.

- c) Based on requisition from the concerned Mine/Project Engineer(s), the Regional/Area Stores will issue the materials and complete the paper formalities for issue of the items.
- d) Once the materials have been issued, the concerned Mine/Project shall keep record of the same when the material is used on the machine. All concerned details shall be recorded in a register (which may be in electronic form) to be maintained by the Excavation Engineer In-charge of the Mine/Project.
- e) The Regional/Area Stores after issuance of SRV, shall send a copy of the SRV and other related documents like invoices, guarantee/warranty certificate etc. to the Area Finance dept. for payment purposes. A copy of the same will also be sent to the concerned Area Excavation Dept. for maintaining the records in respect of Spares Cost Cap value.
- f) The Finance dept. at the Area will then verify the documents and thereafter send the same to the Paying Authority of the concerned subsidiary for payment. Once the payment is made, the Excavation dept. at the subsidiary / area / mine /project will be informed so that the equivalent amount may be reduced from Spares Cost Cap value for the particular year.
- x) The unutilized Spares Cost Cap value for each year will be carried forward to the subsequent year till completion of contract. However, the unutilized value of Spares Cost Cap, if any, at the end of the contract, will lapse.
- xi) In case of total value of spares and consumables for a particular year exceeding the Spares Cost Cap of a particular year, the additional spares and consumables shall have to be supplied on FOC basis. The procedure for accounting and maintenance of records to be followed for FOC supplies will also be the same as above.  
In case the working hours of the equipment cross more than 10% of maximum expected working hours (5000 ± 500) in a particular year, (i.e. 5500 +550 = 6050 hours in this case), the cost cap value of immediate succeeding year may be utilized in the immediate preceding year to the extent of 10% value of the succeeding year for the purpose of overhaul of major assemblies. However, payment of such cost of spares and consumables shall only be paid in the subsequent year.
- xii) The supplier shall stock & maintain sufficient inventory of spares and consumables, required for all kinds of maintenance and repairs of equipment during complete contract period.
- xiii) The payment during the relevant year of operation shall be made as per the prevailing approved price list for Spares Cost Cap only. The payment by the Paying Authority of the concerned subsidiary shall be made within 21 days of receipt and acceptance of materials at Regional/Area Stores and after receipt of documents stipulated in the SCC.
- xiv) Statement of consumption of spares and consumables with quantity and value for each month of the respective year of the Spares Cost Cap, shall be signed by the Mine/Project Excavation Engineer-In-Charge and the concerned representative of the Supplier. It shall be maintained by the Mine/Project and a copy of the same shall be sent to

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Excavation Engineer-In-Charge of the Area and Subsidiary HQ. The annual report of the consumption shall be maintained by the Excavation Engineer-In-charge of the Subsidiary HQ.

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 beyond the Spares Cost Cap value 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 will 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 landed Price (with taxes and duties) 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 contract period referred to in Clause C.6.2.1 hereof.

C.6.2.4. In the event that operation of the equipment 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 D.8, Part-D of the technical specifications the expected working hours per annum is 5,000 (Five Thousand) hours for 20 CuM Elect. Hyd. Face Shovel. The expected average working hours per annum as indicated are only approximate hours and may vary  $\pm$  500 hours.

Total duration of contract will be 8 years for 20 CuM Elect. Hyd. Face Shovel irrespective of working hours.

In case, actual working hours of the equipment exceeds total 44,000 [(5500x8)=44,000] hours during the tenure of 8 years (96 months) of contract period, then consumable items (as declared by the bidder in the offer/Spares Cost Cap) will be procured by the purchaser from the Supplier.

### **C.6.3. Emergency Spare Parts**

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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 equipment 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:

- (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 (fifteen) 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**

<b>Equipment</b>	<b>Minimum Annual Guaranteed Percentage (%) Availability</b>	
<b>20 CuM Electric Hydraulic Face Shovel</b>	<b>1<sup>st</sup> to 4<sup>th</sup> Year</b>	<b>5<sup>th</sup> to 8<sup>th</sup> Year</b>
	<b>85%</b>	<b>84%</b>

**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.

**C.7.1.2** 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.

**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:

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- 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.

***Note – For (I) & (II), a joint inspection report will be prepared with supplier within 3 days from the date of occurrence of incident and repairing works will be done in consultation with supplier***

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 the contract period 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.

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 C.6.
2. Providing co-operation to all Suppliers' authorized 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

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4. Providing all Suppliers' authorized representatives access at all reasonable times to the machine service and repair facilities.
5. 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 the entire contract 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**

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/ extended SDBG / bills submitted by the bidder as per clause-2 of SCC:

- a. 1% of the delivered landed price of the equipment including the Spares Cost Cap for the year in which the machine could not achieve guaranteed availability 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 Spares Cost Cap for the year in which the machine could not achieve guaranteed availability for reduction beyond 5% from the guaranteed availability.

*Note: i) Whenever deductions for unsatisfactory performance of equipment are made within the tenure of the PBG/extended SDBG/amount held back as PBG, the amount deducted, from the PBG/extended SDBG/amount held back as PBG, should be replenished within a month in order to ensure that the original value, of the PBG/extended SDBG/amount held back as PBG, remains the same.*

### **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

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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 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 be of the manufacturing plant where the bidder proposes to manufacture the equipment. 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 its authorized representatives for progress inspection during manufacture at its works and furnish all test data available in this regard for quality control, both for bought-out items and its own manufactured items.
- C.10.3 The Purchaser or its authorized representative, 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.

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### **PART D: EQUIPMENT SPECIFICATIONS**

#### **Equipment Specification of 20 CuM Electric Hydraulic Face Shovel [Bucket Capacity Range: - 20 CuM – up to 23 CuM]**

##### **D.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 electrically powered hydraulic face excavator with bucket capacity range **20 CuM – upto 23 CuM**.

##### **D.2. References:**

The following Indian/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 IS/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 IS/ISO standards of NIT.

<b>IS/ISO Ref.</b>	<b>Description</b>
IS/ISO 2867	Earth-moving machinery - Access system.
IS/ISO 3457	Earth-moving machinery - Guards and shields - Definitions and specifications.
IS/ISO 6014	Earth-moving machinery - Determination of ground speed.
ISO 6015	Earth-moving machinery - Hydraulic excavators - Methods of measuring tool forces
IS/ISO 6405 : Part 1	Earth-moving machinery - Symbols for operator controls and other displays - Part 1 Common symbols.
IS/ISO 6405 : Part 2	Earth-moving machinery - Symbols for operator controls and other displays - Part 2 Specific symbols for machines, equipment and accessories.
IS 11252/ISO 6682	Earth-moving machinery - Zones of comfort and reach for control.
IS/ISO 6750 : Part 1	Earth-moving machinery - Operation and maintenance –Contents &Formats
ISO/TR 6750-2	Earth-moving machinery - Operation and maintenance –Operator’s Manual-Part2: List of references
IS/ISO 7135	Earth-moving machinery - Hydraulic excavators - Terminology and commercial specifications
IS 12206/ ISO 7546	Earth-moving machinery – Loader and front loading excavator buckets Volumetric ratings.
IS/ISO 8643	Earth-moving machinery - Hydraulic excavator and back-hoe loader lowering control device - Requirements and tests.
IS/ISO 10265	Earth-moving machinery – Crawler machines – Performance requirements and test procedures for braking systems.
IS/ISO 10968	Earth-moving machinery – Operator’s control.
IS/ISO 20474 Part 1	Earth –moving machinery-safety- Part1: General requirement.



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IS/ISO 20474-5	Earth –moving machinery-safety-Part 5 : Requirements for hydraulic excavators.
Other IS/ISO standards mentioned in the specification of individual system of the equipment	

### D.3. Design Criteria:

The excavator shall be capable of continuous digging for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year in hard, highly abrasive, blasted sandstone/rock having average density after blasting of 1,800 kg/m<sup>3</sup>.

The excavator shall be suitable for 2:1 heaped loading of Rear Dumpers of 200T payload class capacities.

#### D.3.1 Face Shovel Attachments

The excavator with Face Shovel attachment shall have the following working ranges:

- a) Maximum cutting height not less than 14.00mtr.
- b) Maximum digging reach not less than 14.00 mtr.
- c) Maximum digging depth not less than 2.60 mtr.
- d) Maximum dumping height not less than 10.80mtr.
- e) Operating weight of the machine not less than 3, 50,000 kg.

The bucket digging force measured in accordance with ISO 6015 should not be less than 25,000 kg/m of bucket width.

### D.4. Mechanical Specification:

#### D.4.1 Bucket:

The excavator shall be supplied with a hard faced, heavy-duty rock Face Shovel bucket capacity of range from 20 CuM upto 23 CuM rated according to IS 12206/ISO 7546. The calculated bucket heap capacity should not be less than 20 CuM in any circumstances.

The specific weight of the steel used in construction of bucket shall be not less than 7800 kg/m<sup>3</sup>.

The tooth points and shanks (tooth adapters, if applicable) supplied with the bucket shall also be hard faced and should have proper, durable, easily removable and shock absorbing type attachment with the bucket.

#### D.4.2 Front End Equipment:

The boom and arm should be a rugged durable construction of high strength steel and free from any stress concentrations. The design must take care of all forces i.e. bending, torsion, compression, etc. encountered during operation of the equipment. Sealed bearings / bushings should be provided at pivot points.

The bucket attachment connecting pins shall be sealed and lubricated.

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### **D.4.3 Hydraulic Drive System:**

The excavator hydraulic system should be of proven design for efficient operations. The main hydraulic pumps shall be variable displacement type, hydraulic motors and cylinders should be field proven large heavy duty type and have suitable in-built protection from surge, cavitation, loss of oil due to hose leakage or burst, etc. As far as practicable reputable single make pumps, motors, cylinders and valves, etc. shall be used in the machine.

Adequate filtration of hydraulic oil shall be provided. The hydraulic tank shall be pressurized. An adequate and effective hydraulic oil cooling system shall also be provided. A transfer pump along with filtration unit as per design of the manufacturer shall be provided for filling of hydraulic oil in the tank.

Heat resistant/heat retardant hoses shall be fitted in heat zones. All hoses shall be grouped as far as possible and suitably clipped to reduce damage from scuffing and external damage.

Hydraulic cylinder movement limiting provision/stopper and a boom lowering control system which complies with IS/ISO 8643 shall be provided.

### **D.4.4 Swing System:**

An independent hydraulic system should be provided for the swing motion.

Heavy duty Swing Circle with internal swing gear and pinion/External Swing gear and pinion(is acceptable provided suitable lubrication & protection arrangement is there) immersed in lubricant bath & dirt seals shall be provided.

An upper structure swing lock/suitable arrangement to lock the upper structure shall be provided.

### **D.4.5 Propel and Steering:**

Independent crawler drive with independent fail-safe braking system and hydraulically operated emergency and parking brakes which comply with IS/ISO 10265 shall be provided.

### **D.4.6 Undercarriage:**

The undercarriage shall be heavy duty and of sufficient strength to withstand the high loads, which may occur due to uneven, ground conditions. It shall be of welded construction and stress relieved as required.

The sprocket should be a single piece / segmented type. Lifetime lubricated, idler and rollers, and a reliable track tensioning arrangement should be provided.

Crawler shoes shall be heavy duty and designed for ease of replacement whenever necessary. The weight of the undercarriage should preferably be 30 to 45% of the operating weight of the machine.

### **D.4.7 Machinery House:**

The excavator shall be provided with a machinery house made of steel sheeting supported by a steel structure and shall cover the Prime Mover & Drive System. It shall be designed to give ready and safe access to personnel & equipment for maintenance.

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

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### **D.4.8 Lubrication System:**

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 high viscosity lubrication points.

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

Lubricant containers of adequate size shall be located in a separate room / enclosure inside the machinery house / convenient location. 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. Steel piping shall be used for long runs and shall terminate in steel junction blocks to prevent disturbance to steel piping when flexible hoses are replaced.

Lubricants recommended shall be of reputed make with Indian equivalent.

### **D.4.9 Operator's Cab:**

A fully insulated, high-visibility, rigidly mounted, sound-suppressed, vibration-suppressed, FOPS operator's cab with standard air conditioning system containing environmentally safe refrigerant, 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 IS/ISO 5006. The sound level inside the cab shall be below 85 dBA 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 IS/ISO 6405 Part-1, IS/ISO 6405 Part-2, IS 11252/ISO 6682 & IS/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 / adjustable joysticks 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 / combination of rear and side vision camera shall be provided in the machine with remote display in operator's cab. The camera system shall also cover all the blind spots.

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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 controls to allow regulation of air flow and auto - defrosting arrangement. A cooling fan and a suitable operator's cab heater shall also be provided.

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

There should be a two-way communication system (preferably a wired communication system) other than mobile between operator's cab and the machinery house.

### **D.4.10 Gauges and Indicators/Electronic Display:**

The following shall be provided in Operator's Cabin:

- a) Voltmeter
- b) Ampere meter
- c) Hour-meter
- d) Hydraulic Oil Level Indicator
- e) Hydraulic Oil Temperature Gauge
- f) Motor Overload Indicator
- g) Phase Failure Indicator
- h) Phase sequence relay
- i) Pilot Tripping
- j) Motor's Power on/off

### **D.4.11 Warning Alarms:**

Warning alarm shall be provided for the following in Operator's Cabin:

- a. Hydraulic oil level
- b. Hydraulic oil temperature
- c. Microcomputer (if applicable)
- d. Automatic lubrication
- e. Trip Alarm for Main Motor
- f. Hydraulic Oil Filter Clogging Indicator

### **D.4.12 Guards and Shields:**

Adequate guards and shields which comply with IS/ISO 3457 shall be provided throughout the excavator.

### **D.4.13 Automatic Fire Detection & 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.
- 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.

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- 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 area to supply adequate quantity of fire suppressing agent for effective fire-fighting and to avoid re-ignition 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.

### **D.4.14 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 CO<sub>2</sub> 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 Extinguishers 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 Circular No. DGMS (Approval) Circular No. 02 dated 08th July 2013.

Periodical refilling is to be done by the supplier.

### **D.5. Electrical Specification:**

#### **D.5.1 Power Supply:**

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

## **Section VI – Technical Specifications**

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All high-tension electrical equipment shall have suitable insulation rating not less than 12 kV to protect against a rise in potential across any one phase of the supply.

An isolator switch shall be provided in the machine for disconnecting the main incoming supply line.

A high voltage distribution switchboard shall be provided to supply the various machine drive, control and auxiliary sub-circuits. Each switch forming part of the switchboard shall comprise an on-load isolator; an electrically closed and tripped, vacuum circuit breaker / vacuum contactor and fitted with protection against overload, short circuit and earth fault; and appropriate control push buttons, indicators and alarms. Indication of the state of the switch and any fault condition shall be provided on the front of the switch panel.

### **D.5.2 Prime Mover:**

The hydraulic power system shall be driven by squirrel cage electric motor of suitable rating (1200 KW - 1400KW). The motor shall be suitable for outdoor operation, self-cooled, continuous rated and dust proof with suitable ingress protection (IP) for the intended use. The Insulation class should be Class-F or above with Class-B temperature rise.

The electrical drive systems must be so designed that all the functions of the equipment have optimum output with high mechanical efficiency, low maintenance cost and improved maintainability and component life.

The electric motor shall be controlled from a suitably rated vacuum starter control panel providing overload, short circuit, single phase, earth fault, earth leakage and over & under voltage protection. Fault and circuit status indications shall be provided on the starter control panel.

The motor shall be capable of being remotely started from a control/instrument panel located in the machinery house / operators cab. 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 illumination. The cabinets shall be dust and vermin proof.

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

All control circuits shall operate at 24V DC or 110/ 220 V AC, single-phase 50Hz. with earthed neutral. The electrical supply for other items shall be 24V DC or 440 / 415V, 3 phase, 50Hz or 220 / 110Volts, 50Hz, single phase with earthed neutral as appropriate.

Control circuit transformers shall be protected on their primary side by isolation switches and fuses.

Control circuits shall be protected on one side of the transformer by a fuse with the opposite side connected to earth.

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

### **D. 5.3 Trailing Cable:**

The shovel 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 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.

## **Section VI – Technical Specifications**

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### **D.5.4 Power Factor Correction and Harmonic Suppression:**

The electrical circuit shall include suitable arrangements for power factor correction to ensure that the average power factor over the whole cycle is above 0.9 lag.

The electrical circuits shall have adequately designed harmonics suppression networks or control schemes for reducing harmonics and transients to acceptable levels as per IEEE Standard 519.

### **D.5.5 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 150 MVA 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.

### **D.5.6 Lighting:**

Adequate LED flood lighting and illumination 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) or 24V D.C. Earth leakage protection is to be provided with lighting circuit breaker.

### **D.5.7 Transformers:**

All transformers shall be of reputed manufacturer, suitably rated for the duty specified and the operating environment. The transformers shall be delta-star/star-star (subject to compliance of IE rule and DGMS safety norms) connected with star points earthed for earth fault protection.

### **D.5.8 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 subsequent amendments, if any, including following shall be provided in the equipment. Bidder shall submit a

## **Section VI – Technical Specifications**

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Certificate as an undertaking in this regard that all safety features and devices are incorporated in the equipment.

- a. All function cut off switch.
- b. Swing Motor Brake.
- c. Fire resistant / fire retarder hydraulic hoses in place of ordinary hoses to reduce the chances of fire. All the sleeves and conduits in which cable/wire are laid shall be of fire resistant type.
- d. Seat Belt with seat belt reminder.
- e. Vent valve, if applicable on top of hydraulic tank should be able to be removed without any tool.
- f. A baffle plate between cold zone and hot zone (if applicable)
- g. Provision for limiting of hydraulic cylinder-Stopper

### **D.6. Ancillary Equipment and Other Requirements:**

The following are to be provided with the excavator:

- a) Hydraulic jack 100 T – 2 nos.
- b) Hydraulic pressure gauge
- c) One set Pneumatic Tool of one inch drive of reputed make.
- d) Adequate 440V/415V (+/- 10%) three phases 50 Hz (+/- 3%) welding power outlet suitably located so that welding can be carried out any point on the excavator.
- e) Adequate 24V DC or 220V/110V single phase, hand held inspection outlets, portable hand lamps and all necessary supporting equipment.
- f) A 220V/110V single phase, portable electric blower with suction attachment of reputed make.
- g) The machine should be equipped with Data Logging Units for capture of key performance parameters of prime mover, hydraulic system and lubrication system for better reliability
- h) The equipment should be supplied along with first fill of all Oils, Grease and Lubricants required for successful commissioning of the equipment.

### **D.7. Productivity & Health monitoring system:**

The equipment shall be provided with suitable licensed, on-line, real time, monitoring interface facility, compatible for GPS/GPRS-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 –

- a) Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation.
- b) Cumulative qty. of material handled (both in terms of Cu. M. & No. of buckets)
- c) Average cycle time for each day
- d) Average swing angle per day
- e) Incoming voltage, current, power consumption, frequency and power factor.
- f) Hydraulic oil pressure, temperature, viscosity and water content
- g) All drive motors / transformer vital parameters
- h) Preventive maintenance parameters
- i) Predictive health monitoring parameters.



## **Section VI – Technical Specifications**

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- j) 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.

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, if any.

### **D.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 +/- 500 hours.

In case, actual working hours of the equipment exceeds 44,000[ $(5500 \times 8) = 44,000$ ] hours during the tenure of 8 years (96 months) of contract period, then consumables items as per requirement shall be arranged by the Purchaser.

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 not be less than 85% (eighty-five percent) annually for a period of 1<sup>st</sup> year to 4<sup>th</sup> year of operation and 84% (eighty-four percent) annually for a period of 5<sup>th</sup> year to 8<sup>th</sup> year of operation from date of commissioning.

During contract period of 8 Years (96 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 5<sup>th</sup> year to 8<sup>th</sup> 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.

### **D.9. Expected life of major assemblies:**

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

**Table**

<b>EQUIPMENT</b>	<b>MAJOR ASSEMBLIES</b>	<b>EXPECTED LIFE* (in Hours)</b>
Hydraulic Shovel	Prime Mover (Elect.)	
	Under carriage	
	Hydraulic pump	
	Hydraulic motor	
	Hydraulic Cylinders	
	Hydraulic control valve	
	Boom & Sticks	
	Bucket (Dipper)	
	Other Electrical items	

Note - \* Expected life means life before first overhaul

**D.10.Information to be provided by the Supplier:**

The Supplier shall furnish the following information. All technical information shall be in SI units.

**D.10.1 General:**

a) Number of 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) Detail list of special tools, which shall be provided with the equipment for maintenance, erection & commissioning of the equipment. The firm shall give an undertaking that the listed tools shall be sufficient for the purpose. If any additional tool is required, that shall be provided as per requirement.

c) Details of erection programmes for the bid.

**D.10.2 Technical Details:**

- a) Volumetric rating of the bucket according to IS 12206/ISO 7546 together with verification calculations and drawings (refer clause 4.1)
- b) Maximum bucket and arm cylinder digging forces measured according to ISO 6015
- c) Schematic drawing of the machine showing the position of the Center of Gravity and it's distance from the Central Axis of Rotation under the following operating conditions:
  - i. Bucket at maximum digging force position with crawler tracks perpendicular to the face of the cut.
  - ii. Bucket at maximum digging force position with crawler tracks parallel to the face of the cut.

## **Section VI – Technical Specifications**

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- d) Details of electric drive control systems, including circuit diagrams, motor details and transformer specifications.
- e) Calculation for determining the time for operating cycle.
  - i. Load the bucket to rated capacity over the maximum working range, swing through an angle of 90 degree, dump and return to dig.
  - ii. Hourly power consumption for the above operating cycle.
- f) Detailed technical descriptions of each system of the Excavator.
- g) Layout drawings and detailed description of all hydraulic systems and components.
- h) Comprehensive commercial literature indicating therein complete technical specifications, the content of which must comply with IS/ISO 7135.
- i) Schematic and layout drawings, details of the supplier, number, function and type of Automatic Centralized Lubrication System.
- j) Schematic and layout drawings and details of the Supplier, number, function and type of Automatic fire detection and suppression System.
- k) Details of major bought-out assemblies and sub-assemblies indicating make, type, manufacturer's complete address etc.
- l) Operation and Maintenance Manuals in accordance with IS/ISO 6750 Part-1 and ISO 6750 Part-2, with copies in CDs as stipulated in clause A.3

### **D.10.3 Dimensions, Weights and Performance Details:**

#### **D.10.3.1 Working Ranges:**

- a) Maximum digging height (m)
- b) Maximum digging reach (m)
- c) Maximum digging depth (m)
- d) Minimum dumping height (m)
- e) Reach at maximum digging force (m)

#### **D.10.3.2 Dimensions:**

##### **10.3.2.1 Basic machine:**

- a) Upper structure overall width (m)
- b) Upper structure overall width, with catwalks (m)
- c) Upper structure rear end swing radius (m)
- d) Height to top of FOPS (m)
- e) Clearance under upper structure (m)
- f) Undercarriage overall width (m)
- g) Crawler overall length (m)
- h) Crawler tracks height (m)

##### **D.10.3.2.2 Front End Attachment:**

- a) Bucket width (m)
- b) Boom length with specified bucket (m)
- c) Arm length with specified bucket (m)

#### **D.10.3.3 Weights:**

- a) Shipping weight of all separate components (kg)
- b) Bucket total weight (kg)
- c) Bucket specific weight (kg/cum)
- d) Weight of undercarriage (kg)
- e) Total working / operating weight (kg)

#### **D.10.3.4 Performance details:**

- a) Swing speed ( r / min)

## **Section VI – Technical Specifications**

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- b) Travel speed (m/sec )
- c) Gradeability (%)

### **D.10.3.5 Hydraulic System:**

- a) Make, Model, number, flow rates and operating pressures of pumps
- b) Make, Model, number and ratings of motors
- c) Make, Model, number, piston diameters and stroke lengths of cylinders
- d) Relief valve operating pressures (kPa)

### **D.10.3.6 Undercarriage:**

- a) Crawler width (m)
- b) Crawler shoes width and total number
- c) Centre to centre of idler roller and sprocket (m)
- d) Ground contact area (sq.m)
- e) Ground bearing pressure ( kPa)
- f) Load rollers, diameter and number per crawler
- g) Driving sprocket diameter (m)
- h) Idler roller diameter (m)

## **Section VI – Technical Specifications**

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### **PART E: Equipment wise list of items to be supplied in INR**

Sl. No.	Item
1	Field Switch
2	Isolator Switch
3	Trailing Cable
4	Capacitor Bank
5	DGMS Safety items/devises (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)
6	Automatic Lubricating System
7	Gets ( Tooth Points , Adapters, Shroud, Fasteners)
8	Tools and Tackles

### 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 D.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 D.10. A detrimental deviation of up to 2½% will be accepted.

- 1    Cycle Time at 90 deg. swing    To be tested at site after commissioning, under operating conditions as stated in the Contract. 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 site after 30 (thirty) operating days' average immediately after commissioning under operating conditions as stated in the Contract. 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    Digging Forces    Manufacturer's test certificate to be furnished

## **Section VII - Sample Forms**

Offer No.....

Dated .....

**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. CIL/C2D/**

**Dated 03.05.2021**

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.....dated .....in 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. We also understand that the delivery shall reckon from the date of Contract.
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 along with 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 abide by the Code of Integrity for Public Procurement as defined in Clause 35, ITB and declare that there had been no transgression of this Code of Integrity with any entity in any country during last three years



## Section VII – Sample Forms

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OR

There had been previous transgression of this Code of Integrity for Public Procurement as defined in Clause 35, ITB during last three years with ..... [name of entity (ies) and country(ies)].

10. We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in Clause 42, ITB.
11. We confirm that we have uploaded the Pre-Contract Integrity Pact, digitally signed, as per Annexure -12, Sample Forms, Section VII without any change in the format.
12. We confirm that we have quoted for the equipment along with the spares and consumables exactly as per the NIT requirement; otherwise our offer may be liable for rejection.
13. We confirm that the details of training charges have been indicated in the BoQ 2 folder as per Annexure -8, Sample Forms, Section VII.
14. We confirm that no agent / middlemen / liaisoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the procurement of goods and services and subsequently, if at any stage, it is found by CIL that this confirmation is false, we shall be liable for penal action as per provisions of the NIT/Purchase Manual.
15. We have read the Reciprocity Clause as given in Clause 38.4 of ITB and it does not apply to us as a bidder.

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 authorization is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata.

## **Section VII – Sample Forms**

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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 (as per [Annexure-2]) by the person signing the LOB in favour of person bidding online is required to be uploaded.

Annexure – 2

**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 Authorizing 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**

<b>Sl</b>	<b>Detail sought</b>	<b>To be filled by bidder</b>
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.CIL/C2D/..... Datedxx.xx.2021**

1. We, [name of manufacturer] 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 our corporate policy do not quote directly (except in situations like supplies to OEM /OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints, as applicable) and 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.

Subsequently, if at any stage, it is found by CIL that we have quoted directly to any organization in India excepting the situations mentioned above, we shall be liable for penal action as per provision of this NIT/ CIL Purchase Manual, if the justification provided by us is not considered adequate and satisfactory by CIL.

2. 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.
3. 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.
4. We also confirm that we have never been banned or delisted 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 Put on Holiday by the organization named “-----  
-----” for a period of ----- year(s) effective from ----- to  
-----for ----- (the reasons to be mentioned).

**Section VII – Sample Forms**

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We also confirm that the Indian Agent/Indian subsidiary/Indian Office of a foreign manufacturer/Indian Agent / Indian Subsidiary of an Indian Manufacturer, i.e. M/s ..... (name) ,have never been banned or delisted or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

5. The Indian Agent/Indian subsidiary/Indian Office of a foreign manufacturer/Indian Agent / Indian Subsidiary of an Indian Manufacturer, i.e. M/s ..... (name) were banned or delisted or Put on Holiday by the organization named “-----” for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

(Pl. strike out if not applicable)

6. We confirm that no agent / middlemen / liaisoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the procurement of goods and services and subsequently, if at any stage, it is found by CIL that this confirmation is false, we shall be liable for penal action as per provisions of the NIT/Purchase Manual.
7. We have read the Reciprocity Clause as given in Clause 38.4 of ITB and it does not apply to us as a manufacturer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20--

(Signature)

(Name)

(Designation)

(Seal)

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

**Notes:**

1. 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 bidder.
2. Power of Attorney should be sufficiently stamped as per the laws of India, if executed in India or if the authorization 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 along with its bid.

**Principal Manufacturer’s Declaration 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)to be 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 undertake 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 20%.
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 out whichever is 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).

## Section VII – Sample Forms

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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 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 ourselves 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 indigenization 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 principal Manufacturer and should be signed by a person competent and having the “Authority” to bind the principal 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 principal Manufacturer.
- b. Digitally 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. Digitally 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.



**Manufacturer’s Declaration Form (in case Manufacturer is quoting directly and has an Indian Agent / Indian office / Indian subsidiary for the tender)**

(Please see Clause-5.1(iii), (iv) or (v) 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.CIL/C2D/ dated xx.xx.2021**

1. We, [name of manufacturer] are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and have submitted our offer. However, for the execution of certain activities against the tender, we have involvement of an Indian agent/Indian office/Indian subsidiary [Name & Address of Indian Agent/ Indian Office/ Indian Subsidiary] (strike off whichever is not applicable).
2. 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 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.
3. 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.
4. We also confirm that we have never been banned or delisted 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 Put on Holiday by the organization named “-----  
-----” for a period of ----- year(s) effective from ----- to  
-----for ----- (the reasons to be mentioned).
5. We also confirm that our Indian Agent/Indian subsidiary/Indian Office of an foreign manufacturer / Indian Agent/Indian Subsidiary of an Indian Manufacturer, i.e. M/s ..... (name), has never been banned or delisted or Put on Holiday by any

## Section VII – Sample Forms

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Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

The Indian Agent/Indian subsidiary/Indian Office of a foreign manufacturer / Indian Agent / Indian Subsidiary of an Indian Manufacturer, i.e. M/s ..... (name) were banned or delisted or Put on Holiday by the organization named “-----” for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

(Pl. strike out if not applicable)

6. We confirm that no agent / middlemen / liaisoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the procurement of goods and services and subsequently, if at any stage, it is found by CIL that this confirmation is false, we shall be liable for penal action as per provisions of the NIT/Purchase Manual.
7. We have read the Reciprocity Clause as given in Clause 38.4 of ITB and it does not apply to us as a manufacturer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20--

(Signature)

(Name)

(Designation)

(Seal)

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

### Notes:

1. 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 bidder.
2. Power of Attorney should be sufficiently stamped as per the laws of India, if executed in India or if the authorization 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 along with its bid.







Details of Training Charges

Tender No. CIL/C2D/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Dated DD/MM/YYYY

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 Rs	No.	Period (Week)	Total Man Weeks (7x8)	Rate Per Man per week Rs	(5x6)+(9x10)  Rs

Signature and Seal of the Bidder

Note:

1. The details of Training Charges are to be given separately for each project 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:

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Sl. No.	Name of Project	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms: (CIP / 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 authorized Indian Agent/ Indian Subsidiary of indigenous manufacturer or Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer or Indian / Foreign manufacturer having an Indian agent / Indian Office / Indian subsidiary, a tripartite contract will be concluded with the bidder, along with the manufacturer.



*Security Deposit Bank Guarantee Format*

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

**Re : Bank Guarantee in respect of Notification of Award / Purchase Order vide no. .... dated  
..... between ..... (Name of Purchaser Company) and .... (Name of Supplier Company)**

Messers .....a Company / Firm having its office at No.  
..... (hereinafter called ‘the Contractor’) has received the  
Notification of Award / Purchase Order vide no. ....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 Notification of Award / Purchase Order.

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

We.....(Name of the Bank) do hereby unconditionally agree with the Company  
that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said  
Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and  
without any objection or demur pay to the Company, the said sum of Rs..... or any portion  
thereof without requiring the Company to have recourse to any legal remedy that may be available to  
it to compel the Bank to pay the same or calling on the Company to compel such payment by the  
Contractor.

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

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

**Section VII – Sample Forms**

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the..... day of ..... 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

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

*Performance Bank Guarantee Format*

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

**Re: Bank Guarantee in respect of Agreement / Contract vide no. .... dated ..... between Coal India Ltd. on behalf of ..... (Name of concerned subsidiary Company) and ..... (Name of Supplier Company) {applicable for CIL Contracts}**

Or

**Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. .... dated ..... between..... (Name of Purchaser Company) and ..... (Name of Supplier Company) {applicable for subsidiary contracts/Purchase Orders}**

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

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

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

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

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

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maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

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

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

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the.....day of .....20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this.....day of .....20.....

Place.....

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

**PRE CONTRACT INTEGRITY PACT**

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

## **Section VII – Sample Forms**

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(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.

(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.

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

### Section 5 - Previous transgression

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

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

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

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

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

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

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

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

### **Section 8 - Independent External Monitor**

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

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

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

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



## **Section VII – Sample Forms**

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unconditional access to their project documentation. The same is applicable to Sub-contractors.

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

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

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

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

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

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

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires after the completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

## **Section VII – Sample Forms**

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consortium members.

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

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

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

### **Section 11- Facilitation of Investigation**

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

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

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

### **Section 13 - Other Legal Actions.**

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

(For & On behalf of Bidder/ Contractor)

This document is digitally signed

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

Ref. No.:

Date:

M/s .....  
.....  
.....

Sub: Certificate of Commissioning of Equipment

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

- (a) Contact No. \_\_\_\_\_ Date \_\_\_\_\_
- (b) Description and Model of the Equipment \_\_\_\_\_
- (c) Details of Commissioning:

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

- (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 \_\_\_\_\_
- (i) Name of the Consignee \_\_\_\_\_

2. Details of Accessories not yet supplied and recoveries to be made on that account :

Sl. No.	Description	Amount to be recovered
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3. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment.

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

## **Section VII – Sample Forms**

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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

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### **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 countersigned 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 equipment having been delayed on account of the Supplier, the extent of delay should always be mentioned.

No.F.1/4/2021-PPD  
Government of India  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division  
\*\*\*\*\*

264-C, North Block, New Delhi.  
18.05.2023.

**OFFICE MEMORANDUM**

**Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.**

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

**Guidelines**

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:
- a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*
- c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
  - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
  - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
  - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
  - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
    - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.
    - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

  
(Kanwalpreet)  
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

**Example explaining applicability in scenario explained in para 4 c (a)(iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

**Item** – Desktop computer

**Qty** – 50 Nos.

**Details of bids received**

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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**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 / Mobile No.
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

**Format for ‘No Claim / No Dispute Certificate’ to be issued by Supplier**

(On company letterhead)

To

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

**NO CLAIM / NO DISPUTE CERTIFICATE**

**Sub: Contract no. ----- dated -----for the supply of ----- to Subsidiaries of CIL**

We have received the full and final settlement of all the payments due to us from \_\_\_\_\_ (Name of CIL’s Subsidiary) for the supply of \_\_\_\_\_ Equipment SI no.\_\_\_\_ under the abovementioned contract, between CIL & us. We hereby unconditionally and without any reservation whatsoever, certify that, we shall have no claim whatsoever, of any description, on any account, against \_\_\_\_\_ (Name of CIL’s Subsidiary), against aforesaid contract executed by us other than PBG for Equipment SI no.\_\_\_\_\_. We further declare unequivocally, that we have received all the amounts payable to us from \_\_\_\_\_ (Name of CIL’s Subsidiary), and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract, as regards performance of the contract.

Yours faithfully,

Signatures of supplier or  
officer authorised to sign the contract documents  
on behalf of the supplier  
(Company stamp)

Date:\_\_\_\_\_

Place:\_\_\_\_\_

**20 CuM Electric Hydraulic Face Shovel**  
**[Bucket Capacity Range: - 20 CuM – 23 Cu M].**

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

Sl. No.	Document	NIT Clause Ref. No.	Folder Name
1	Documents towards Provenness	Sec-II, ITB Clause -7 and Clause-14.2 (iii) (c)	PROVENNESS Docs
2	Documents establishing Bidders Eligibility and Qualifications – Clause-17.A.(i)c,d,e;17.A.(ii)e,f,g;17.A.(iii)f,g,h;17.A.(iv)f,g,h,i,j;17.A.(v) to17.A.(xii)	Sec-II,ITB,clause -17	TECHNICAL ELIGIBILITY Docs
3	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 1
4	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
5	In case of any superseded or equivalent standards, offered against the IS/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 IS/ISO standards of NIT.	Sec-VI, Tech Specs, Part D, Clause – D.2	Tech Doc 1
6	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 – D.4.8	Tech Doc 2
7	(i) Technical Details of offered automatic fire detection and suppression system indicating the name of manufacturer, duly signed and stamped.	Sec-VI, Tech Specs, Part D,	Tech Doc 2

## Section VII – Sample Forms

	(ii) Certificate of Undertaking that, a valid test certificate ( valid as on date of commissioning of equipment at site) shall be submitted at the time of supply of the equipment as per clause D.4.13	Clause – D.4.13	
8	(i) Technical Details of offered fire extinguisher indicating the name of manufacturer, duly signed and stamped. (ii) Certificate of Undertaking that, a valid test certificate (valid as on date of commissioning of equipment at site) shall be submitted at the time of supply of the equipment as per clause D.4.14	Sec-VI, Tech Specs, Part D, Clause – D.4.14	Tech Doc 2
9	Detailed design of Productivity and Health monitoring system	Sec-VI, Tech Specs, Part D, Clause - D.7	Tech Doc 3
10	Details of expected life of major assemblies before first overall as per table indicated.	Sec-VI, Tech Specs, Part D, Clause - D.9	Tech Doc 3
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 – D.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 – D.10.1, General (b).	Tech Doc 3
13	Details of Erection programme, duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause- D.10.1, General (c)	Tech Doc 3
14	Technical Details in respect of all the points covered under clause-10.2 (a to l) along with calculations, drawings and curves/ graphs etc. duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause - D.10.2	Tech Doc 4
15	All values, information, description in respect of Clause – 10.3 & all its sub-clauses from 10.3.1 to 10.3.6, duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause – D.10.3	Tech Doc 4

## Section VII – Sample Forms

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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 per equipment.	Clause-14.2 (iii) (d) and Sec.-VII, Sample Forms, Annexure-5 and/or Annexure-7, as applicable	Tech Doc 5
17	Complete list of items sourced in INR (for bidders quoting in Foreign currency) for fitment in the equipment during its commissioning (without prices). This list is to be given separately for each equipment of the project.	Clause-14.2 (iii) (e) and Sec.-VII, Sample Forms, Annexure-6, if applicable	Tech Doc 5
18	Confirmation that they have quoted for spares and consumables under Spares Cost cap after warranty period for each year of operation from 2 <sup>nd</sup> to 8 <sup>th</sup> year of operation from the date of commissioning for each equipment in Indian Rupees in the BoQ template	Clause-14.2 (iii) (f)	Tech Doc 5

**Note:**

*In case folders are not sufficient to accommodate the required documents to be uploaded, the bidder may upload the same in “Other Important Documents” (OID) folder.*

## Section VII – Sample Forms

Annexure – 17(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	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	COMMERCIAL ELIGIBILITY Docs
2	In case authorized 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.	COMMERCIAL ELIGIBILITY Docs
3	In case authorized Indian Agent is quoting on behalf of manufacturer, documents indicated at clause-17.A.(ii) Commercial & 17.(B)	Sec-II, ITB, clause- 5.1(iii) & clause - 17.A(ii)-Commercial & 17.(B)	COMMERCIAL ELIGIBILITY Docs
4	In case Indian Office / Indian Subsidiary of a Foreign Manufacturer or 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.	COMMERCIAL ELIGIBILITY Docs
5	In case Indian Office / Indian Subsidiary of a Foreign Manufacturer or Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, documents indicated at clause- 17.A.(iii).	Sec-II, ITB, clause- 5.1(iv) & 17.A (iii) Commercial	COMMERCIAL ELIGIBILITY Docs
6	In case Indian Manufacturing entity of foreign Manufacturer is quoting as indigenous manufacturer, Principal Manufacturer's Authorization Form along with Power of Attorney	Sec-II, ITB, clause- 5.1(v) & Sec-VII, Sample Forms, Annexure-4a.	COMMERCIAL ELIGIBILITY Docs
7	In case Manufacturer is quoting directly and has an Indian Agent / Indian office / Indian subsidiary for the tender Manufacturer's Declaration Form along with Power of Attorney	Sec-II, ITB, clause-5.1 & Sec-VII, Sample Forms, Annexure-4b.	COMMERCIAL ELIGIBILITY Docs
8	In case Indian Manufacturing entity of foreign Manufacturer is quoting as indigenous manufacturer, documents indicated at clause-17.A.(iv) Commercial	Sec-II, ITB, clause- 5.1(v) & 17.A (iv) Commercial	COMMERCIAL ELIGIBILITY Docs
9	In case of Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier, documents indicated at clause-38	Sec-II, ITB, clause- 38& 14.2(iv)(e)	COMMERCIAL ELIGIBILITY Docs
10	In case a bidder has a foreign collaboration / license Agreement, all the documents as per clause-17.A.(xi)	Sec.-II, ITB, clause-6 & clause- 17.A(xi) Commercial	COMMERCIAL ELIGIBILITY Docs
11	All / Any other documents establishing bidder's eligibility and qualifications from commercial side	Sec.-II, ITB, clause- 14.2(iv)(b) Commercial & clause-17 (A) & (B) Commercial	COMMERCIAL ELIGIBILITY Docs
12	Certificates (s) towards being MSE	Sec-II, ITB, clause-39 , 41& 14.2(iv)(f)	COMMERCIAL ELIGIBILITY Docs

## Section VII – Sample Forms

Sl	Document	Clause Ref No.	Folder Names
13	Certificate towards being Startup	Sec-II, ITB, clause-40 , 41 & 14.2(iv)(g)	COMMERCIAL ELIGIBILITY Docs
14	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 and evidence of valid registration by Competent Authority (Clause-5.2, ITB)	Sec.-II, ITB, clause-14.2 (i), Sec.-VII& Sample forms Annexure-1 and 14.2 (iv)(i), ITB	LOB Docs
15	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 (b) & Sec-VII, Sample Forms, Annexure -2	LOB Docs
16	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
17	Pre-Contract Integrity Pact duly filled-in, signed.	Sec.-II, ITB, clause-14.2 (iv) (c) & clause-37& Annexure-12, Sample Forms, Sec-VII	COMMERCIAL Docs
18	Documentary evidence for exemption from submission of Earnest Money Deposit / submission of EMD in foreign currency	Sec-II, ITB, Clause-16.B & Clause-14.2 (iv)(a)	Instruction given in clause-16.B, ITB to be followed
19	Self-attested copy of last (latest) purchase copy as per Clause 14.2 (iv) (e) of ITB	Sec.-II, ITB, clause-14.2 (iv) (e)	COMMERCIAL Docs
20	Digitally signed 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
21	Scanned copy of cancelled cheque	Sec-IV, SCC, Clause – 8.6	COMMERCIAL DOCs
22	Indigenous manufacturer / Indian Manufacturing entity 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 folder
23	Any other commercial document as per NIT		