

# **Coal India Limited**

(A Maharatna Company)

Tender No. : CIL/C2D/460HP WDozer/R-147/Trial/387

Dated 24.06.2022

## **TRIAL TENDER DOMESTIC OPEN TENDER Tender Document**

**For the Supply, Installation and Commissioning of  
02 nos. 460 HP Wheel Dozers**

**Along with**

**Consumable Spares and Consumables for warranty  
period of one year and thereafter Spares & Consumables  
for a period of 05 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)

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

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

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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 (i) supply, installation and commissioning of 460HP **Wheel Dozers** (2 nos.) along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 24 months **under Spares Cost Cap, on trial basis**; and (ii) on being declared proven after successful performance of trial period of 36 months, supply of Spares & Consumables for a further period of 3 years **on proven basis** thereafter **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.	CIL/C2D/460HP WDozer/R-147/Trial/387 dated 24.06.2022
2	Type of Tender	Two Bid System with Reverse Auction
3	Estimated value of equipment and spares & consumables for 06 years of operation	Rs. 16.20 crores
4	Earnest Money Deposit	Rs 50.00 Lakhs
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Supply, Installation and Commissioning of 2 nos. 460 HP Wheel Dozers along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 24 months <b>under Spares Cost Cap, on trial basis</b> ; and (ii) on being declared proven after successful performance of trial period of 36 months, supply of Spares & Consumables for a further period of 3 years <b>on proven basis</b> thereafter <b>under Spares Cost Cap</b>
7	e-Publishing date of Tender	24.06.2022 From 16.00 hours (IST)
8	Downloading of Tender Document:	
	(i) Starts on	24.06.2022 From 16.00 hours (IST)
	(ii) Closes on	18.07.2022 Upto 11.00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	24.06.2022 From 16.00 hours (IST)
	(ii) Closes on	01.07.2022 Upto 16.00 hours (IST)
10	Pre-Bid Conference	06.07.2022 At 11.00 hours (IST)
11	Online Submission of Offers:	
	(i) Start Date and Time	07.07.2022 At 11.00 hours (IST)
	(ii) Last Date and Time	18.07.2022 At 11.00 hours (IST)
12	Due date of Opening of Tenders (Cover-I)	19.07.2022 At 11.00 hours (IST)
13	Due date and time of Opening of Cover-II of the Tender	Will be done at a later date which will be communicated to the Techno-Commercially acceptable bidders through portal only

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

14	Start of Reverse Auction	Will be initiated normally within two hours after opening of Price-Bids (Cover-II) of Techno-Commercially acceptable bidders.
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6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred websites 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:

**General Manager (MM),  
Coal India Limited,  
Coal Bhawan,  
MM Division,  
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: gmmm.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) 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.

#### **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):

**A. Indigenous Manufacturers:**

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

- a. The Indigenous Manufacturers who manufacture the equipment of tendered capacity but have not supplied the same to Coal India Ltd or any of its

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

subsidiaries in the past subject to meeting the Special Provisions mentioned at Clause 7 of Section II, ITB;

OR

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

OR

- c. Indigenous manufacturers who have not manufactured the tendered capacity Equipment but intend to manufacture the equipment of tendered capacity are eligible to quote against this tender subject to fulfilling the following:-
1. The manufacturer shall have adequate Infrastructure facility and capacity, in terms of skilled manpower & machinery with ISO certification of their works. The details in this respect are required to be furnished by the bidder. The Purchaser or its authorised representative reserves the right to inspect the premises & facilities available with the manufacturer to assess the capability to manufacture the tendered equipment.
  2. The manufacturer shall submit self-certified manufacturing drawings/ design of the quoted equipment and its assemblies along with other relevant documents including the list of bought-out items indicating the name and address of the vendor(s) as well as own manufactured items.
  3. The manufacturer shall have a Quality Assurance Plan (QAP) and will submit details of the same.
  4. The manufacturer shall possess adequate In-House testing facilities or shall have arrangement with Govt. approved or internationally / nationally recognised test laboratories recognised test laboratories for conducting relevant tests. Details with relevant documents, if any, are required to be furnished in the offer.

- B. Indian Agent:** Authorized Indian Agent of an indigenous manufacturer is also eligible to quote on behalf of its principal (who is eligible as per Clause A above) 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 of spares and consumables bundled with supply of equipment, 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,

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

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.

In case the indigenous manufacturer is quoting directly, but has involvement of an Indian agent/Indian subsidiary for the execution of certain activities against the tender, then the indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4a, 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.

- C. **Indian Subsidiary of an Indian Manufacturer:** Indian Subsidiary of an Indian Manufacturer is also eligible to quote. In such case the bidder shall upload relevant documents to prove their status as Indian subsidiary of the Indian manufacturer along with tender specific Manufacturer's Authorization Form 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.

In such case also, i.e. the Indian Subsidiary of the Indian Manufacturer having an Indian agent for the execution of certain activities against the tender, they shall

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

have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4a, Sample Forms, Sec-VII, signed and stamped by themselves against the CIL Tender, indicating the Tender Reference No. and date along with the offer.

- D. 'Non-Local Supplier':** 'Non-Local Supplier' as defined under Clause-38, ITB, Section-II is not 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. 1) no. F.No.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) no. F.No.6/18/2019-PPD dated 23.07.2020 and F.18/37/2020-PPD dated 08.02.2021 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. "Bidder" (including the term 'tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of the above Order means: -
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporates, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such a country; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who explanation-
    - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

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

- 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.
- v. An agent is a person employed to do any act for another, or to represent another in dealing with third person.
  - vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
  - vii. The above provisions will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Uploaded lists of countries to which lines of credit have been extended or in which development projects are undertaken, are available on the website of the Ministry of External Affairs.
  - viii. Vide OM dated 08.02.2021, it has been clarified by the Government of India that:
    - a. A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”

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

- b. However, in case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
  
- ix. All the bidders are required to submit the following certificates in the LoB:
  - 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 we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is attached, if applicable]”.
  - b) “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting / assignment to contractors from such countries; We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract/assign any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby also certify that we fulfil all requirements in this regard and are eligible to be considered [evidence of valid registration by the Competent Authority is be attached, if applicable in LOB Docs]”.

**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 suitable capacity;
  - e) Proper washing facilities
  - f) Compressor for associated works;

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

- 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, the bidder (they)/manufacturer will establish the above facilities in India by the end of the completion of trial period of the first equipment commissioned i.e. by the end of 3<sup>rd</sup> year of trial period of the first equipment commissioned. If these facilities are not established within the above period, the Purchaser has the right to take necessary action as per the contract including encashment of 100% Performance Bank Guarantee.

**Note:** In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent / Indian Subsidiary 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 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 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 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 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 manufacturer will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations / arrangements.

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- 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 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 manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded along with the offer

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

### **7 Special Provisions**

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

### **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.

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

### **9. Content of Bid Documents**

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

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

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

### **10. Clarification of Bid Documents**

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the 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 **[06.07.2022] 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.

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

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 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

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

mentioned in [Annexure-14], 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 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 Special Provisions 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 per equipment (**without prices**) as per [Annexure-5], Sample Forms, Section-VII.
  - (e) 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 6<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, documentary evidence for exemption will have to be uploaded by the bidder in the e-procurement portal as per provisions provided therein.

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

- b) Commercial Documents towards bidder's eligibility and qualifications as per Clause-17, ITB, Section-II.
- c) Duly digitally signed Pre-Contract Integrity Pact as per Clause-37, Section-II, ITB, and as per Format given at [Annexure-10], Sample Forms, Section-VII.
- d) Certificate with regard to Class I Local Supplier / Class II Local Supplier as per Clause 38.3 (a) of ITB, if applicable.
- e) Certificate(s) with regard to MSEs as per Clause 39 of ITB, if applicable.
- f) Certificate with regard to Startups as per Clause 40 of ITB, if applicable.
- g) 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 **460HP Wheel Dozers** 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-14], Sample Forms, Section-VII and Technical Parameter Sheet (TPS). Authenticated and Scanned copy of documents are to be submitted in six folders named as "Tech Doc 1", "Tech Doc 2", "Tech Doc 3", "Tech Doc 4", "Tech Doc 5", and "TECHNICAL ELIGIBILITY Docs" as per check list of [Annexure-14 (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

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

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 two sheets - “BoQ 1” and “INR Sheet”.

The BoQ1 sheet is a front sheet and is a single currency sheet. This front sheet is a compilation sheet, where the prices quoted by the bidder in INR are compiled for preparation of the comparative chart. The bidder shall only enter its name in full and select the appropriate currency (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 equipment). **The default currency in the BoQ 1 is INR.**

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 6<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. 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 Total Value of all prices quoted for one no. of Equipment, Consumable Spares & Consumables for warranty period of one year in INR and Spares Cost Cap Values for different years in INR shall reflect in the front sheet in column P.

ii. **BOQ 2 folder**

The details of prices of individual items of all consumable spares and consumables as per format given in [Annexure-5] and Training Charges as per [Annexure-6] 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 INR 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 (if required) or digitally signed (if required) shall be uploaded along with the offer as per tender requirements at relevant spaces / folders in Cover-I. All documents

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

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.

- 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 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.

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### **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 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 NSIC registered firms, valid Ancillary Units of the Purchaser, 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	NSIC registered Firms	Valid and Complete NSIC Registration certificate (irrespective of the stores for which they are registered)
3	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate (irrespective of the stores for which they are registered)
4	Micro and Small Enterprises [MSEs]	Self-Attested copy of Udyam Registration Certificate issued by Ministry of MSME.
5	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. 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 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.
- b) Tender specific Manufacturer's Declaration in favour of its Indian Agent/ Indian subsidiary as per [Annexure-4a], 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

Details will also include information whether the above facilities are owned by the manufacturer or its authorized Indian Agent/Indian subsidiary. In case After Sales Service Support Facilities are of its Indian Agent/Indian subsidiary, the details of the Indian agent as mentioned below in (ii) (b) & (c) or of the Indian subsidiary as mentioned in (iii) (b), (c), (d) and (e) shall have to be submitted.

- e) In case the bidder or its Indian Agent/Indian subsidiary 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 by the end of the completion of trial period of 3 years 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:

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- 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) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.
  
- Technical Documents
  - d) Documentary evidence to establish that its principal is the equipment manufacturer [as indicated above at A.(i)(c)].
  - e) 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 / Indian subsidiary.
  - f) 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 of trial period of 3 years of the first equipment commissioned.
  
- (iii) In case 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) 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.
    - b) 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.
    - c) Relevant documents to prove their status as Indian subsidiary of Indian manufacturer
    - d) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for

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

the last three financial years from the date of tender opening. In case the 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.

- e) Tender specific Manufacturer's Declaration Form as per [Annexure-4a], Sample Forms, Section-VII, signed and stamped by themselves to quote against the CIL Tender, indicating the Tender Reference No. and date, if applicable.
- 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 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 of trial period of 3 years of the first equipment commissioned..
- (iv) The bidders falling under clauses-5.1.A (a), ITB, Sec-II shall submit authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer) of supply orders for the tendered capacity equipment, received by them from various customers.
- (v) The bidders falling under clauses-5.1.A (b), ITB, Sec-II shall submit the authenticated copies (Ink signed and stamped by the Original Equipment Manufacturer) of relevant supply order(s) and authenticated copies of performance report(s) against those orders.
- (vi) The bidders falling under clause-5.1. A(c), ITB, Sec-II shall submit the details and documents mentioned under clause-5.1.A (c) (1) to (4).
- (vii) All the bidders shall submit the relevant details and documents mentioned under clause-7.1.
- (viii) In case a bidder has a valid legal agreement/collaboration agreement / license

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agreement/ MOU with an equipment manufacturer, the bidder must upload the documents/ certificates, duly 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 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 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.
- (ix) CIL reserves the right to verify the authenticity of the documents submitted directly from the concerned buyers/ customers/ end users of the equipment of the bidder.

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

- i) Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in Sec-I, IFB.
- ii) The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) 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, 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.

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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 05 years under Spares Cost Cap for each year of operation for each equipment, as mentioned in Schedule of Requirement–Section-V.

b) In case of indigenous manufacturer quoting for equipment under PCD and NCD, the unit basic rates of equipment may vary. The unit basic rates of spares and consumables for both the categories of PCD and NCD will remain the same. If the unit prices are found to vary, the lowest price will be applicable. In case of INR offer, the basic price will be Ex-works price for equipment and FOR Destination for spares & consumables.

c) 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 05 years under Spares Cost Cap.

d) 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-6], 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 indigenous manufacturer or its authorized Indian Agent/ Indian Subsidiary shall

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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 05 years under Spares Cost Cap for 2<sup>nd</sup> to 6<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 sum of Ex-works Price plus Freight charges up to destination and Transit Insurance charges up to destination. However, in such case where Indian agent/Indian subsidiary is involved, a tripartite contract will be concluded with the bidder, who is an authorized Indian agent / Indian subsidiary of indigenous manufacturer, along with the indigenous manufacturer.

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.

22.3 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.

22.4 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 05 years for 2<sup>nd</sup> to 6<sup>th</sup> year of operation for each equipment, shall remain firm during the particular year till supply of these items.

22.5 Bids submitted with conditional price quotations shall be rejected.

22.6 Discounts offered, if any, should be clearly indicated as Trade Discount, Quantity Discount etc. Conditional Discounts shall not be taken into account for the purpose of determination of ranking.

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### **23. Bid Currencies**

The prices shall be quoted in INR only.

The payments will be made by the Paying Authority to the manufacturer and / or Indian agent/Indian subsidiary as per the details filled in in CPS. The bidder shall ensure uploading of scanned copies of cancelled cheque(s) for payment in INR 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.
- b) Any bid which has not been submitted with the requisite amount of 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 one chance of 7x 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

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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.

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.

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.

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 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 – Not applicable.**

### **28. Reverse Auction**

Reverse auction process shall be as under:

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but "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.

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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(C) (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:

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

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

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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) There will be no H-1 elimination.
- (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 L1 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 component. The composite price may be either equal to the price offered in reverse auction or less. The L1 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 L1 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

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Auction fall within the permitted percentage and they are otherwise eligible. This will also be applicable to MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.

- (r) Conversion Rate: Not applicable.
- (s) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- (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 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) Landed Price of each equipment shall be arrived at after adding all elements of prices quoted in BOQ-"INR sheet".
- d) **Net Landed Price of each equipment** will be arrived at after deducting Input Tax Credit for GST from Landed Price of each equipment.

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**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 05 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 05 years required from 2<sup>nd</sup> to 06<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 6<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

**C) Evaluation of Composite Offer of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for a period of 05 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 05 years under Spares Cost Cap.

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- b) Evaluation will also take into account Net Present Value (NPV) of Spares & Consumables for a period of 05 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 05 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**= Net Landed Price of the equipment **plus** (+) Net Landed Price of Consumable Spares & Consumables for warranty period of 12 months from the date of commissioning of the equipment **plus** (+) NPV of Net Landed Price for all Spares & Consumables from 2<sup>nd</sup> to 6<sup>th</sup> year of operation from the date of commissioning of the equipment under Spares Cost Cap.

The Total Net Landed Prices will be arrived at after deducting applicable input tax credit as explained on pre-pages.

- 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. 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).
3. Further, it shall be the responsibility of the bidder to indicate the correct rate of CGST/SGST/UT-GST/IGST applicable for their goods. 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.

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### **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 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 will 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.
- 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

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Bidder(s) shall sign the agreement/Contract with the Purchaser.

### **34. Security Deposit : Not Applicable**

### **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 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

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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 Bid Security / 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 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.

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

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

- (i) If the Directors, Proprietors, Employees, Partners or any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CIL or its Subsidiaries.
- (ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law
  - a). under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings; or
  - b). under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) Violation / transgression of Integrity Pact.
- (iv) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of or found to be indulging in malpractices/ unethical commercial practices such as bribery, corruption, fraud, substitution of tenders, interpolation, etc.
- (v) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of evasion or habitual default in payment of any tax levied by law; etc.
- (vi) 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 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 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.

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

- (xiii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking the prices.
- (xiv) Any other misdeed, which may cause financial loss or commercial disadvantage to the Company.

36.2 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 (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 on the plain paper as per format enclosed as [Annexure-10], Sample Forms, Sec-VII, failing which their offer may not be considered.

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

Sr. No.	Name of IEM	Address	E-mail ID	Mobile No.
1	Sudhir Kumar	B-128, Triveni SFS, Sheikh Sarai-1, Delhi - 110017	stomar2@gmail.com	9871054454
2	Ms. Nirmal Kaur	House no. 8, Plot-615, Road No. 17, Jawahar Nagar, Mango, Jamshedpur - 832110	nirmalkaur1983@gmail.com	9304795041

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

### **38. Purchase Preference under ‘Make in India’ Policy**

Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, issued vide order No. P-45021/2/2017-B.E.-II dated 15<sup>th</sup> June 2017, in the following manner:

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 (where the tendered quantity is divisible) :

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

- 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.

In terms of the above said policy, purchase preference shall be given to ‘Class-I Local Supplier’ in the following manner (where the tendered quantity is indivisible or one) :

- i Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is ‘Class-I Local Supplier’, the contract will be awarded to L-1.
- ii If L-1 bid is not from a ‘Class-I Local Supplier’, the lowest bidder among the ‘Class-I Local Supplier’ will be invited to match the L-1 price subject to the Class-I Local Supplier’s quoted price falling within the margin of purchase preference, and contract 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, the ‘Class-I Local Supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on, and contract shall be awarded accordingly. In case none of the Class-I Local Suppliers within the margin of purchase preference matches the L-1 price, the contract may be awarded to 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%.
- 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 is not

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

eligible to quote.

- 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.
- 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.

After giving Purchase Preference under '**Make in India**' Policy as above, Clause-11, Distribution of Order, SCC, Section-IV shall be applicable. CIL shall place order on a particular bidder for 1 no. of tendered equipment only. In case the quantity of tendered equipment is more than 1 no., CIL shall place order for 1 no. of tendered equipment

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

first on L-1 (Lowest) tenderer and thereafter for the balance quantity on the next higher tenderer in sequence (i.e., L-2, L-3, L-4.....) for 1 no. equipment each, depending on the total quantity of the tender and subject to matching the landed price of the L-1 bidder by the higher tenderer.

After following the above procedure, if the full tendered quantity is not covered either due to L-2 or higher tenderer not matching the L-1 price or due to insufficient sources/ offers, the opportunity to supply such balance quantity will be given first to L-1 bidder covering their offered quantity and thereafter to higher tenderer in sequence taking into account their offered quantity and subject to their matching L-1 price.

### **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.

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### **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.
- 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 the above document 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 digitally signed, in the folder “Commercial Docs”.

### **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

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

wealth creation. Provided that such entity is not formed by splitting up, or reconstruction of a business already in existence. Provided also that an entity shall cease to be a startup if its turnover for the previous financial years has exceeded Rs. 100 crores or it has completed 10 years from the date of incorporation/ registration. In order to avail benefits provided to Startups, the entity is to be recognized by DPIIT [GSR No. 127(E) dated 19.02.2019 of Gazette of India].

### **41. Relaxation for MSEs and Startups – Not Applicable**

### **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)**

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**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 organisation 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 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.

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

- 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 standardising authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
  - vi) Proprietary make denoting the product of an individual manufacturer;
  - vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

### **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**

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, without considering Input Tax Credit.
- 6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format 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

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

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.
- 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.
- 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. 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, without considering Input Tax Credit.
- 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

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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 Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.
- 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 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**

- 8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser 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.
- 8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the

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supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

- 8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.
- 8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

### **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 used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing

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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.
- 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.

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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.

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).

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- (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**

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

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able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

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

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

### **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."*

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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, licence 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 characterised, 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 Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.

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*

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

*Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.”*

### **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) 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:**

General Manager (MM),  
Coal India Limited or Subsidiary company,

[-----address-----  
-----India ]

Fax No.:+91 -----

Phone: +91 -----

#### **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.

**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)**

**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)**

Clause 6 of GCC stands deleted.

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

2.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 100% value of the total landed value of the contract including all taxes, duties and other costs and charges 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 below:

In case of FOR destination contract in Indian Rupees, the total landed value of the contract 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, Consumable Spares & Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 05 years under Spares Cost Cap.

The PBG(s) will be required to be submitted subsidiary-wise to Paying Authority of concerned subsidiaries.

2.2 The Performance Guarantee shall be in the form of a Bank Demand Draft or Bank Guarantee issued by a RBI scheduled bank in India in the format attached as [Annexure-9], Sample Forms, Section-VII on a non-judicial stamp paper.

2.3 The Performance Bank Guarantee (PBG) shall be in INR in which contract has been signed.

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

2.5 The PBG (s) shall remain valid till 33 months from the date of commissioning of all the equipment (beyond initial six (6) months) covered in the contract.

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

*Performance report(s) for the 36 months trial period (after re-commissioning date, if applicable) shall be issued by the Head of concerned Technical Department of CIL after obtaining approval of competent authority at CIL, on receipt of the performance report(s) as per the format given in Annexure-12 issued by the Head of concerned*

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

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*Technical Department of the subsidiary Company, duly approved by their competent authority.*

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

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

Performance report(s) for this 36 months remaining period shall be issued by the Head of concerned Technical Department of the subsidiary Company, duly approved by their competent authority.

- 2.8 The PBG for 100% / 10% shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before any payment is released for the equipment or in lieu of PBG, a letter be submitted sufficiently in advance (say 3-4 weeks) to the Paying Authority to deduct 100% / 10% of the total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit [FOR destination contract in Indian Rupees] before any payment is released for the equipment / spares and consumables respectively.
- 2.9 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 the concerned subsidiary 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. In such case, the supplier shall also submit a copy of the SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
- 2.10 The release of the 10% Performance Bank Guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment during 06 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, 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. 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 during the contract period, the amount deducted from the PBG should be replenished within a month in order to ensure that the original value of the PBG remains the same throughout the contract period.

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

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### **3. Inspection and Tests (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, additional time of 30 days shall be granted. If the supplier fails to commission the equipment within the total period of 60 days, the Contract on them shall be cancelled.

No Liquidated damages will be imposed for late commissioning of the equipment.

#### **(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

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

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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:

"Inland Freight charges and Inland 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 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:**

Supplier will raise GST Invoice for equipment one week prior to completion of 6 months from the date of commissioning of the equipment to concerned project. On receipt of GST Invoice, payment shall be made just one week prior to 180 days from the date of invoice for 100% landed value of the invoice raised comprising the equipment value against submission of Performance Bank Guarantee for 100% landed value of the contract value

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

of the particular equipment valid for a period of 33 months (beyond initial six months) from the date of commissioning of the equipment and upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed.

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

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

### **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 payment of equipment.

### **8.2.3 For Payment of spares and consumables for 12 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 during the respective year after confirmation of receipt of DRR and receipt of acceptance of applicable PBG.

### **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 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 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

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

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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 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.
- k. 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-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 as per case may be.
- 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. 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 6<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 as per case may be.
- d. The following Lowest Price Certificate as per SCC clause - 9.3 :

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

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“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 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/Indian subsidiary shall be per details filled in the CPS. Scanned Copies of the cancelled cheque(s) should be uploaded in Commercial Docs

## **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 certificate along with the offer 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**

The Bidder undertakes that it has not offered to supply/ supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

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

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Note :

- i) The currency of contract will mean the period till completion of supply.
- ii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- iii) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.

### **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, the CPS should also be filled in by the bidder suitably for all Indian Entities.

### **11 Distribution of Order**

There will be distribution of order in the following circumstances:

- a) As per provisions of the Clauses-38 (Make in India) and 39 (MSEs) of ITB. After consideration of these provisions, CIL shall place order on a particular bidder for 1 No. of tendered equipment only [who do not get purchase preference under Clause-38 (i.e. a non Class-I Local Supplier) or Clause-39 (i.e. a non-MSE supplier)]. In case the quantity of tendered equipment is more than 1 No., CIL shall place order for 1 No. of tendered equipment first on L-1 (Lowest) tenderer and thereafter for the balance quantity on the next higher tenderer in sequence (i.e., L-2, L-3, L-4.....) for 1 No. equipment each, depending on the total quantity of the tender and subject to matching the landed price of the L-1 bidder by the higher tenderer.
- b) After following the above procedure, if the full tendered quantity is not covered either due to L-2 or higher tenderer not matching the L-1 price or due to insufficient sources / offers, the opportunity to supply such balance quantity will be given first to L-1 bidder covering their offered quantity and thereafter to higher tenderer in sequence taking into account their offered quantity and subject to their matching L-1 price.

### **12 Grace Period (applicable from 4<sup>th</sup> year of operation onwards) :**

- 12.1 A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in

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

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delivery period and the paying authorities will make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

- 12.2 The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for offering stores for inspection (in case of pre-dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.
- 12.3 If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the supplier delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.
- 12.4 The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.

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

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

**Applicability of GST on Liquidated damages :** Not applicable during trial period.

However, GST shall be applicable on liquidated damages, and will be extra and recovered from suppliers/bidders from 4<sup>th</sup> year of operation of the equipment onwards.

### **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. Liquidated Damages (GCC Clause 20)**

The Liquidated Damages clause will not be applicable during the trial period of 3 years of operation from the date of commissioning. Also, Liquidated Damages, if any, due to any other default or penalty shall not be applicable during the trial period of 3 years of operation from the date of commissioning.

However, the Liquidated Damages clause will be applicable once the equipment is declared proven i.e. from the 4<sup>th</sup> year of operation onwards in respect of supply of spares and consumables.

### **16. 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 IV - Special Conditions of Contract (SCC)**

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### **17. Performance Period for Trial & Minimum Annual availability**

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

### **18. Issue of Performance Report after completion of Trial Period**

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

### **19. Special Provision**

The bidder/ manufacturer who will be awarded trial order against this tender, will not be eligible to participate in any other subsequent tender(s) floated after award of the trial order, by CIL or its subsidiaries for the tendered equipment, till the completion of trial period against this tender for the full contracted quantity.

**Section V - Schedule of Requirements**

## Section V - Schedule of Requirements

### Schedule of Requirements

#### Part I

Sl. No	Brief Description of Goods & Services	Quantity	Expected Delivery schedule at Site
1	<b>460 HP wheel dozer (Engine Net Power Range 460 HP – 500 HP).</b>	<b>02 nos.</b>	01 (one) machine within 06 months from the date of signing of Contract and thereafter 01 machine within the next 1 month.  <b><u>Project wise Allocation:</u></b> Gondegaon-Ghatrohana Amalgamation OCP, WCL – 01 no. Nigahi OCP, NCL – 01 no.  Priority allocation will be indicated in the contract.  Adjustment to the excess supplies, if any, made against the above delivery schedule is admissible in case of subsequent short supplies.
2	Ancillary Equipment for each equipment of Item 1 (above), as specified in Technical Specifications, Section-VI.	In accordance with item 1	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>03 (01+02) years of trial period</b>	To comply with the terms of part C.6 of Technical Specifications, Section VI and in consideration of Items 1 and 2 above.  The delivery of spare parts and consumables should be made as follows: a) Consumable spares and consumables required for first 12 months of warranty period – to be supplied in two lots within six months from the date of commissioning of the equipment. No consumable spares and consumables of warranty period will be accepted after completion of 12 months of warranty period. b) Spares and consumables required from 2 <sup>nd</sup> to 3 <sup>th</sup> year of operation from the date of commissioning of the equipment– To be

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

			supplied as per requirement of the user under Spares Cost Cap.
4	Provision of spare parts; - Operational, Maintenance and Standby/Contingency spare parts, consumable items, wear materials, maintenance tools, special tools in accordance with Part C.6 of the Technical Specification, Section-VI.	<b>3 (4<sup>th</sup> to 6<sup>th</sup>) years after trial period</b>	Spares and consumables required from 4 <sup>th</sup> to 6 <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.

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

Sl. No.	Name of Project	Company	Consignee Address	Total Requirement	
				Under NCD	Under PCD
1	Gondegaon-Ghatrohana Amalgamation OCP	Western Coalfields Limited	Depot Officer, Nagpur Area, Western Coalfields Limited, P.O. Jaripatka, Distt. Nagpur, Maharashtra, India, Pin- 440014	01	-
2	Nigahi, OCP	Northern Coalfields Ltd.	Depot Officer, Regional Stores, Nigahi Project, Northern Coalfields Ltd., P.O. – Nigahi Project, Dist. Sidhi, Madhya Pradesh (India), Pin – 486884	01	-
	<b>TOTAL</b>			<b>02</b>	<b>-</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:** 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.

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

### **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.

#### **Part II**

<b>Sl. No.</b>	<b>Brief Description of Services</b>	<b>Period/Quantum</b>
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	1	1	week	1	week	1	1	Week	1	Week
Mech Supervisor	1	1	week	1	week	1	1	Week	1	Week
Elec Supervisor	-	-	week	-	week	-	-	Week	-	Week
Mech Fitter	-	-	week	-	week	2	1	Week	2	Weeks
Electrician	-	-	week	-	week	1	1	Week	1	Week
Operator	-	-	week	-	week	4	1	Week	4	Weeks
<b>Total</b>	<b>2</b>			<b>2</b>	<b>weeks</b>	<b>9</b>			<b>9</b>	<b>weeks</b>

Definitions:

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

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Mech/Elect Engineer-	Graduate Engineer having basic knowledge of the equipment
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.
- iii. 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**

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.

## **Section VI – Technical Specifications**

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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:

**General Manager(MM)**  
**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: gmmm.cil@coalindia.in-**  
**Website: [www.coalindia.in](http://www.coalindia.in)**

<b>Subsidiary Company</b>	<b>Project</b>
<b>Western Coalfields Limited</b> Coal Estate, Civil Lines Nagpur Maharashtra – 440001 Fax : 0712 2511225 Tel : 0712 2512353 Attention : General Manager (Excv)/HOD	Gondegaon-Ghatrohana Amalgamation OCP - <b>01 no.</b>
<b>Northern Coal Fields Limited</b> P.O Singrauli Colliery, Dist. Singrauli Madhya,Pradesh-486889 Fax:91(0)-7805 266611 Tel:91(0)-7805 266611 Attention : General Manager (Excv)/HOD	<b>Nigahi OCP – 01 no.</b>

## **Section VI – Technical Specifications**

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### **Part A**

#### **Scope of Supply**

##### **A.1 Equipment Package**

The Supplier is required to provide a complete package of equipment for the supply of **460 HP wheel dozer (Engine Net Power Range 460 HP – 500 HP)** 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 and GETs for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 5 years under Spares Cost Cap.

In case Wheel Dozers, the scope includes additional 2 nos. tyres excluding original fitment of 4 nos. tyres.

The Scope and Phasing of supply for the 460 HP wheel dozer (Engine Net Power Range 460 HP – 500 HP) 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), foundation and accommodation requirements for such items as drive motors, switch installations etc.

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

## **Section VI – Technical Specifications**

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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. engine, transmission, hydraulic aggregates / system, electrical drives system etc., by the manufacturer of the system.
- f) Training on Digital system of the equipment including OBD (on board display) and communication port data management, Health and productivity management system of the equipment.

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

Details of purchaser’s estimates of the minimum training programme required 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 GONDEGAON- GHATROHANA AMALGAMATION, OCP , WCL**

The Gondegaon - Ghatrohana Amalgamation Opencast Project is owned by the Western Coalfields Limited, a wholly owned subsidiary of Coal India Limited (“The Purchaser”). The mine is located in the Nagpur District of Maharashtra approximately 15 Km from Kanhan Nagpur Railway Station.

**Geological Conditions:**

Recent and Sub Recent soil: Black cotton soil, sandy soil, alluvial soil

Lower Triassic to upper Permian: Basalts, Lameta

**Power Supply:**

Gondegaon OC project is at present receiving power at 33 kV by means of an overhead feeder from Mansar

Substation of MSEDCL.

**Water Supply:**

Water supply is linked to the Kanhan River.

**B.1.2 NIGAHI OCP, NCL**

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

**Geological Conditions**

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

**Power Supply**

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

**Mine Water Quality**

PH- 5.5 ~ 9

Total suspended solid – less than 100 mg/Ltr

**Water Supply**

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

**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 Subsidiary Co. Supplier shall not seek any technical modification / up-gradation at the cost of buyer before completion of 05 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.

## **Section VI – Technical Specifications**

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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. 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.

## **Section VI – Technical Specifications**

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### **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 06 years [03 years of trial period + 03 years of remaining period] for **460 HP wheel dozer (Engine Net Power Range 460 HP – 500 HP)** 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 06 years [03 years of trial period + 03 years of remaining period] for **460 HP wheel dozer (Engine Net Power Range 460 HP – 500 HP)** 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. Tyres is not included in consumables. However, additional tyres to the extent indicated under Equipment Package mentioned at Clause – A.1, Sec. VI shall be supplied.

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.

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

## **Section VI – Technical Specifications**

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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.

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.

## **Section VI – Technical Specifications**

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- 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 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.

## **Section VI – Technical Specifications**

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- 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.

However, in case the working hours of the equipment cross more than 10% of the maximum working hours in a particular year (i.e.  $4500 + 450 = 4950$  hours), the Spares Cost Cap value of the immediate succeeding year may be utilized in the immediate preceding year to the extent of 10% (ten percent) value of the succeeding year for the purpose of overhaul of major assemblies. However, payment of such cost of spares and consumables shall be paid only 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 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.

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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.7, Part - D of the technical specifications the expected working hours per annum is 4000 (four thousand) hours for 460 HP Wheel Dozers. 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 6 years for Wheel Dozers irrespective of working hours.

In case, actual working hours exceeds the expected total working hours of the equipment during the tenure of contract period, then consumable items (the details of the consumable items are to be 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**

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.

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### C.6.4 Oils, Lubricants and Fluids

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

### C.6.5 General

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

### C.7 Guaranteed Availability Provisions

Equipment	Minimum Annual Guaranteed Percentage Availability	
	1 <sup>st</sup> to 4 <sup>th</sup> year	5 <sup>th</sup> to 6 <sup>th</sup> year
460 - 500 HP Wheel Dozer	85%	84%

**Note : The period of trial is 3 years**

#### C.7.1 Introduction

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

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

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

#### 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.

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### Downtime:-

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

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

It shall not however include:

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

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

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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 during trial period of 36 months**

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

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

#### **C.7.3.4 Compensation for not achieving Guaranteed Availability during remaining period of 36 months.**

In the event that Equipment fails to achieve the Availability herein provided, measured over each twelve (12) month period, the Supplier shall be liable for and pay to the Purchaser, as liquidated damages, a sum equal to as indicated hereunder for each equipment against the PBG/ 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.

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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 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 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 a 460 HP wheel dozer

(Engine Net Power Range 460 HP – 500 HP).

##### 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 diesel powered, self-propelled, wheeled dozer of engine net power range 460 HP – 500 HP.

##### 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.

IS/ISO Ref.	Description
IS/ISO 2867	Earth-moving machinery - Access System
IS/ISO 3449	Earth-moving machinery - Falling-object protective structures - Laboratory tests and performance requirements.
IS16479/ISO 3450	Earth-moving machinery –Braking systems of rubber-tyred machines – Systems and performance requirements and test procedures
IS/ISO 3457	Earth-moving machinery - Guards and shields - Definitions and Specifications
IS/ISO 3471	Earth-moving machinery - Roll-over protective structures - laboratory tests and performance requirements
IS/ISO 5010	Earth-moving machinery – Rubber – tyred machines – steering requirements
IS/ISO 6014	Earth-moving machinery - Determination of ground speed
IS/ISO 6405 : Part 1	Earth-moving machinery - Symbols for operator controls and other displays - Part I : Common symbols
IS/ISO 6405 : Part 2	Earth-moving machinery - Symbols for operator controls and other displays - Part II : Specific symbols for machines equipment and accessories
IS 11252 : 1993/ISO 6682	Earth-moving machinery- Zones of comfort and reach for controls
IS/ISO 6747	Earth-moving machinery - Tractors - Terminology and commercial specifications
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- Part 2: List of references
ISO 7129	Earth-moving machinery - Tractors with dozer, grader, tractor scrapers - Cutting edges - Principal shapes and basic dimensions
IS/ISO 7457	Earth-moving machinery – Determination of turning dimensions of wheeled machines
ISO 7464	Earth-moving machinery - Method of test for the measurement of drawbar pull
IS 12645/ISO 9246	Earth-moving machinery - Crawler and wheel tractor dozer blades - Volumetric ratings

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IS/ISO 9249	Earth-moving machinery - Engine test code - Net power
ISO-10968	Earth-moving machinery – Operator’s controls
Other IS/ISO standards mentioned in the specification of individual system of the equipment	

### D.3 Design Criteria:

The dozer shall be capable of continuous operation 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 1800kg/m<sup>3</sup>. The dozer shall have the following minimum range of rim pull, measured according to ISO 7464:

60 kN to 400 kN at zero speed

### D.4 Technical Requirements:

#### D.4.1 Engine:

The dozer shall be powered by a direct injection 4-stroke turbo charged diesel engine of net power ranging from **460 HP to 500 HP** measured between **1700 and 2200 rpm** according to IS/ISO 9249.

The engine shall be provided with 24V electric starting, dry type 2-stage air cleaner with dust evacuator and dust level indicator and 2-stage fuel filter with water separator.

The engine shall have a water jacket cooling system, thermo-statically controlled, using an engine driven water pump, with the cooling water re-circulated through a heavy-duty radiator. The system shall be capable of providing sufficient cooling to allow the dumper to continuously operate at full rated output at the maximum ambient temperature. The radiator cap shall be fastened with body with the help of suitable chain/locking arrangement.

The moving parts of the engine shall be lubricated by an engine driven oil pump with full flow oil filtration and cooling.

The engine shall be provided with a heavy-duty pan guard / suitable protection as per manufacturer design.

The engine is to be fuel efficient having fully integrated electronically controlled monitoring system & real-time self-diagnostic features with built in protections. The Engine electronic control module should be fully integrated with all systems of power train for all operating conditions and be capable to monitor operator’s and sensors inputs for optimum engine performance & reduced emissions level. All engine vital parameter data shall be integrated with On Board Display (OBD) system of operator’s cabin.

The engine shall be environment friendly with minimum **BS IV / EPA Tier II** or equivalent standard certified. However, higher environmental standard, if any, shall be applicable as per notification of Govt. of India at the time of supply. **Certificate for BS IV / EPA Tier II or equivalent from engine manufacturer is to be enclosed.**

A suitable electronic tool (laptop) loaded with compatible software and all related accessories shall be provided project wise (**1 no. laptop**) along with special tools for retrieval and analysis of the recorded critical parameters of self-diagnostic features, real time monitoring and equipment health-monitoring systems fitted with the equipment. The supplier shall also be required to provide readable reports downloaded from each Equipment.

Compatible Software loaded in electronic tool (Laptop) should be warranted for entire contract period or more.

#### *Note:*

- (i) *The laptop along with software is within the scope of supply. Hence, it will be the property of purchaser after acceptance of the equipment.*

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- (ii) *In case of any hardware problem of the laptop during the contract period, the supplier shall have to replace the same at free of cost along with the software.*

### **D.4.2 Transmission:**

The dozer shall be provided with an off-highway automatic power shift hydraulic transmission with lock-up clutch. It shall have a minimum of 3 forward and 3 reverse speeds.

Suitable protection of the transmission pan from external damage should be provided. The pan guard should be designed to minimize accumulation of dirt and debris.

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

A dynamic balanced propeller shaft with universal joints at both ends should be utilized for transmission of power. Adequate means should be provided to prevent damage to other components in the event of failure of the universal joints.

The final drive shall comprise a heavy-duty differential with high quality spiral bevel gear and pinions, and a heavy duty planetary / spur gear system and drive axle.

### **D.4.4 Steering:**

Full hydraulic arbitrary power steering and emergency steering which comply with IS/ISO 5010 shall be provided. Emergency steering shall be automatically activated in the event of failure of the normal steering power source.

### **D.4.5 Hose:**

Fire resistant / fire retarder / heat resistant hydraulic hoses in place of ordinary hoses to decrease the chance of fire. All the sleeves and conduits in which cable/wire are laid shall be of fire resistant / fire retarder type.

### **4.6 Brakes:**

Suitable reliable service, secondary and parking, which comply with IS 16479/ISO 3450, shall be provided

#### **D.4.6.1 Service brakes:**

The front and rear service brakes shall be hydraulic actuated oil cooled disc type / dry disc type / caliper type as per latest manufacturer design and should operate automatically in the event of low oil pressure.

They should preferably be fully enclosed to prevent entry of dust and water, and designed for low maintenance.

### **D.4.7 Tyres:**

Suitable tubeless tyres shall be provided.

Tyres including additional **2 nos. tyres** during warranty period (1<sup>st</sup> year of operation) per machine to be supplied by the supplier and shall be warranted in respect of substandard materials, poor workmanship and faulty design for minimum **4500 hours** of operation from date of fitment.

In case any tyre is found to be defective after joint inspection by representatives of Purchaser and Equipment Supplier, then Equipment Supplier shall replace the defective tyre with a new tyre of same type and size.

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### **D.4.8 Dozer Attachment:**

The dozer shall be fitted with hydraulically Semi –U tilt / Straight tilt dozer attachment. The dozer blade shall be heavy-duty type with steel wear plate and heavy duty end bits. Heavy duty hardness steel wear resistant cutting edges which comply with ISO 7129 shall be provided.

### **D.4.9 Fuel Tank:**

The fuel tank should be of sufficient capacity for 16 hours operation without re-fuelling and be provided with a level indicator and a lockable hinged cap.

Construction of the tank should be such that it provides for easy accumulation and drainage of water with minimum loss of fuel.

### **D.4.10 Operator's Station:**

A suitable Operator's Station shall be provided on the equipment as per Gazette notification issued by Chief Inspector of Mines vide F.No. Z-20045/01/2018/S&T (HQ) Dhanbad, the 1<sup>st</sup> October, 2018.

#### **D.4.10.1 Operator's Cabin:**

A fully insulated, high-visibility, rigidly mounted, sound-suppressed, vibration-suppressed, air conditioned, operator's cab with tinted safety glass should be so positioned to facilitate a clear and unrestricted view of the travel & work areas of the machine necessary for its intended use. The performance criteria shall be in accordance with 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 switch to stop the engine 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 in addition to primary access path to the cabin.

Alternative opening (Emergency Exit): An alternative opening shall be provided on a side other than that of the primary opening. A window panel or another door is acceptable if they are easy to open or remove without the use of keys or tools. Latches may be used if they can be opened from the inside without the use of keys or tools. The breaking of a suitable size of glass pane is considered to represent a suitable alternative opening, provided that the necessary pane hammer, immediately accessible to the operator, is provided and stored in the cab. When the window panel is used as an emergency exit, it shall bear an appropriate marking.

Doors, Windows and flaps shall be securely held in their intended operating positions. Doors shall be retained at their intended operating positions by a positive engagement device. The front window shall be fitted with motorized wind screen wipers and washers. The tank of the window washers shall be easily accessible.

Pipes and hoses that contain fluids at pressures exceeding 5MPa or temperatures above 60°C located inside the cab shall be suitably guarded.

#### **D.4.10.2 Operator's Protective Structures:**

Dozer shall be equipped with a roll-over protective structure (ROPS). The ROPS shall comply with IS/ISO 3471. Further, it shall also be fitted with FOPS, when they are intended for applications where there is a risk of falling objects. The fitted FOPS shall be in accordance with IS/ISO 3449.

#### **D.4.10.3 Operator's Seats:**

The Operator's Station shall be fitted with an ergonomically designed adjustable seat that supports the operator in a position that allows the operator to control the machine under the intended operating

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conditions. The seat and its suspension shall be so designed to reduce vibration transmitted to the operator to the lowest level that can be reasonably achieved.

An additional seat for a trainer installed in the Operator's Station, shall be padded and shall provide adequate space for the trainer. The trainer shall also have available a conveniently placed handhold.

Seat Belt for operator with reminder shall be provided as per DGMS circular no. DGMS (Tech) Circular No. 06 of 2020 Dhanbad dated 27.02.2020.

### **D.4.10.4 Operator's Controls and Indicators:**

The controls shall be of suitable design and construction and arranged so that they are able to be operated with ease from the operator's seat and within the operator's force limits. Controls shall be laid out and designed to allow easy and safe operation based on the principle that a given direction of movement of any control produces a consistent and expected effect. The surfaces of frequently used pedals shall be fitted with skid resistant type materials.

Controls that can cause a hazard due to inadvertent activation shall be so arranged, deactivated or guarded as to minimize the risk — particularly while the operator is getting into or out of the operator's station. The deactivation device shall either be self-acting or shall act by compulsory actuation of the relevant device.

A device/system shall be provided to release the residual pressure in each hydraulic and pneumatic circuits which can cause a risk.

### **D.4.10.5 Starting and Stopping System:**

Dozer shall be equipped with a starting and stopping device (e.g. key). The starting system shall have a provision for protection against unauthorized use.

The starting and Stopping system shall be designed such that movement of the machine, shall not be possible, while starting or stopping the engine, without activating the controls. (E.g. Transmission Neutral-Engine Start safety arrangement.)

### **D.4.11 Gauges and Indicators/ Electronic Display:**

The following shall be provided as a minimum:

- a. Water temperature gauge
- b. Engine oil pressure gauge/ indicator
- c. Fuel capacity gauge
- d. Engine tachometer
- e. Engine hour-meter

### **D.4.12 Warning Alarms/Lights:**

The following warning alarms shall be provided.

- a. Coolant level and temperature
- b. Engine oil pressure
- c. Converter oil temperature (where applicable)
- d. Front warning horn
- e. Reversing – DGMS complied Audio Visual Alarm

### **D.4.13 Engine Electrical System:**

The dozer shall be provided with the following:

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- a. 24 DC electrical system with suitably rated alternator of reputable make
- b. 24V Electric starter motor of reputable make
- c. High capacity maintenance free batteries of reputed make
- d. Battery isolation switch / Relay.

All electrical circuits shall be protected by adequately rated fuses which shall be easily accessible for maintenance. At least two spare fuses of each size shall be provided in each fuse box.

### **D.4.14 Lighting:**

Adequate lighting shall be provided for safe nightshift operation. The lighting system should include the following:

- a) 4 nos. LED Headlights
- b) 2 nos. Rear working LED lights
- c) 4 nos. ROPS mounted working lights (2-front and 2-rear)
- d) Cabin dome light

Headlight and rear working lights shall be identical in type and size and fitted in steel protective enclosures.

### **D.4.15 Guards and Shields:**

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

### **D.4.16 Automatic Fire Detection and Suppression System(AFDSS):**

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 shall be provided in the fire prone zone of the dozer.
- 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 liquid flooding or dry chemical powder base spray through nozzle strategically through an actuation cartridge, located to the targets, or combination of the two.
- Fire suppression agent used in neighborhood of electrical appliances shall be clean and shall not damage electrical / electronic component.
- Fire suppression system shall be non-hazardous & safe for human and environment friendly. It should have quick cleanup and environmental sustainability.
- The sensor shall send the signal to the control unit integrated with a LED and/or alarm indicator to show the status of the detector.
- The system shall operate only in active fire 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 in memory having capacity to store data of at least 15days, which can be downloaded to PC/ Laptop in latter stage.
- The system should be capable for efficient operation in the extreme mining conditions with dust, dirt, water & vibrations.

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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.

*Note: Periodical refilling shall be done by the supplier.*

### **D.4.17 Fire Extinguisher:**

A fire extinguisher shall be provided on the dozer, suitably mounted in heavy-duty bracket for ease of removal. The extinguisher shall be dry powder (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian Standard IS:15683 with latest amendment.

Bidder shall submit a Certificate as an undertaking that, a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of equipment along with other documents, for Fire Extinguisher including Materials and Chemicals to be used in fire extinguisher from any Government or Government approved Laboratory in compliance with relevant Indian Standards as per DGMS Circular No. DGMS(Approval)CircularNo.02 dtd. 08<sup>th</sup>July2013.

*Note: Periodical refilling shall be done by the supplier.*

### **D.4.18 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 Circular No. DGMS (Tech) Circular No. 06 of 2020 Dhanbad dated 27.02.2020 and subsequent amendments, if any, including following shall be provided in the equipment. Bidder shall submit a Certificate as an undertaking in this regard that all safety features and devices are incorporated in the equipment.

- a. Roll over protection.
- b. Turbocharger guard.
- c. Fire resistant /fire retarder hydraulic hoses and wiring near hot zone.
- d. Seat belt for operator -Seat belt reminder should also be provided to alert operator for using the seat belt.

### **D.5 Ancillary equipment and other requirements:**

- a) Front pull hook
- b) Rear mounted rigid draw bar (For Dozers without ripper)

### **D.6 Health Monitoring System (HMS)**

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 HMS) to third party equipment management system.

### **D.7 Performance Guarantee:**

In accordance with the provisions of clause C 6.2.6 of the technical specifications the expected working hours per annum are 4000 (four thousand) hours. The expected working hours per annum as indicated are only approximate hours and may vary +/- 500 hours.

## Section VI – Technical Specifications

In case, actual average working hours of the fleet of the project exceeds 27,000 [(4500 x 6) = 27,000] hours during the tenure of 6 years (72 months) of contract period, then consumables items as per requirement (the details of the consumable items are to be declared by the bidder in the offer / Spares Cost Cap) 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 percent) annually for a period of 1<sup>st</sup> year to 4<sup>th</sup> year of operation and 84% (seventy nine percent) annually for a period of 5<sup>th</sup> year to 6<sup>th</sup> year of operation from date of commissioning.

During contract period of 6 Years (72 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 6<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.8 Expected life of major assemblies:

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

**Table**

EQUIPMENT	MAJOR ASSEMBLIES	EXPECTED LIFE* (in Hours)
<b>Wheel Dozers</b>	Main Frame	
	Engine	
	Transmission/Torque Convertor	
	Electrical system	
	Final Drive (excluding sprocket) & steering system	
	Tyre	

*Note - \* Expected life means life before first overhaul*

### D.9 Information to be provided by the supplier:

The supplier shall furnish the following information.

#### D.9.1 General:

- Number of similar model supplied during the last **10 (Ten)** 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.**

- Details of special tools to be provided with the equipment.
- Details of erection programmes for the bid.

## Section VI – Technical Specifications

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### D.9.2 Technical Details:

- a) Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to IS/ISO 9249.
- b) Maximum travel speed determined according to IS/ISO 6014
- c) Turning diameter as defined in clause 3.2 of IS/ISO 7457
- d) Results of service and secondary brake stopping tests carried out according to IS 16479/ISO 3450 in the following format:

Braking system tested	Slope (%)	Machine speed (km/h)	Stopping distance (m)
Service			
Secondary			

Supported by a previous test certificate.

- e) Rim pull at 1 km/hr and zero speed measured according to ISO 7464.
- f) Calculations of volumetric rating of dozer blade in accordance with ISO 9246.
- g) Dozing production curves, showing the following:
  - i) Production with offered blade at 30 m distance
  - ii) Production with offered blade at 60 m distance
- h) Detailed technical description of the dozer.
- i) Comprehensive commercial literature specifications, the content of which must comply with IS/ISO 6747
- j) Details of major bought-out assemblies and sub-assemblies including manufacturer's name, type etc.
- k) Detailed list of instrumentation, monitoring and alarm systems.

### D.9.3 Dimensions, Weight and Performance Details:

#### D.9.3.1 Dimensions:

- a) Maximum overall length with and without blade (m)
- b) Maximum overall width, with and without blade (m)
- c) Maximum overall height (m)
- d) Drawbar height (m)

#### D.9.3.2 Machine weights:

- a) Shipping weights of individual components (kg)
- b) Total Operating weight (kg)
- c) Operating weight excluding dozer attachment (kg)

#### D.9.3.3 Engine:

- a) Manufacturer and Model
- b) Number of cylinders
- c) Bore (mm)
- d) Stroke (mm)
- e) Displacement (litre)
- f) Net power at ..... rpm (kw)
- g) Maximum Torque (nm)

#### D.9.3.4 Transmission:

## **Section VI – Technical Specifications**

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- a) Make and Model
- b) Number of gear speeds, forward and reverse
- c) Number of gear speeds, forward and reverse
- d) Travel speeds, forward and reverse (Km/h)

### **D.9.3.5 Differential:**

- a) Type and make
- b) Ratio

### **D.9.3.6 Final Drive:**

- a. Type and make
- b. Ratio

### **D.9.3.7 Hydraulic System:**

- a. Make, model, number flow rates and operating pressure of pumps
- b. Make, model, number and rating of motors
- c. Make, model, number, piston diameters and stroke lengths of cylinders
- d. Relief valve operating pressure (kPa)

### **D.9.3.8 Steering:**

- a. Type
- b. Emergency steer method

### **D.9.3.9 Brakes:**

#### **D.9.3.9.1 Service brakes:**

##### **D.9.3.9.1.1 Front:**

- a. Type
- b. Actuating system

##### **D.9.3.9.1.2 Rear:**

- a. Type
- b. Actuating system

#### **D.9.3.10 Parking brake:**

- a. Type
- b. Actuating system

### **D.9.3.11 Tyres:**

- a. Make, size and type
- b. Tread
- c. Ply rating
- d. Rim size

### **D.9.3.12 Dozer Attachment:**

- a. Maximum digging depth (m)
- b. Ground clearance at full lift (m)

## **Section VI – Technical Specifications**

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- c. Maximum pitch adjustment (m)

### **D.9.3.13 Electrical Systems:**

- a. Starter make and model
- b. Starter control make and model
- c. Alternator make and model
- d. Batteries, numbers and rating
- e. Lighting details

## Section VI – Technical Specifications

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

1	Specific Fuel Consumption as per IS/ISO 9249	To be tested at manufacturers Works. Minimum of 3 (three) readings at full load to be averaged. Details of test and relevant photographs of the testing procedure to be provided.
2	Engine Net Power & RPM	To be tested at manufacturers Works. Details of test and relevant photographs of the testing procedure to be provided. To be tested at Works
3	Rim Pull at 1 km/h	To be tested at manufacturers Works. Details of test and relevant photographs of the testing procedure to be provided.
4	Production with offered blade at 30 m distance	To be tested at manufacturers Works. Details of test and relevant photographs of the testing procedure to be provided. To be tested at manufacturer's works / site.
5	Production with offered blade at 60 m distance	To be tested at manufacturers Works. Details of test and relevant photographs of the testing procedure to be provided. To be tested at manufacturer's works / site.

## **Section VII - Sample Forms**

**Section VII – Sample Forms**

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**Annexure-1**

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 xx.xx.2022**

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

OR

## **Section VII – Sample Forms**

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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 -10, 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 -6, 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 along with 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.
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.

**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	

**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.(B) &(C) 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.2022**

1. We, [name of manufacturer] are manufacturers / prospective 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 customers not covered by dealer network due to geographical/ logistics constraints, as applicable) and hereby authorize our [Name & Address of Indian Agent/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 Subsidiary in fulfilment of contractual obligations or change in Indian agency or closure of 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 Subsidiary.
4. We confirm that no agent / middlemen / liaising 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.

## **Section VII – Sample Forms**

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5. 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.

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

(Please see Clause-5.1(B) or (C) 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.2022**

1. We, [name of manufacturer] are 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 subsidiary [Name & Address of Indian Agent/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 Subsidiary in fulfilment of contractual obligations or change in Indian agency or closure of 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 Subsidiary.
4. 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.

## **Section VII – Sample Forms**

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5. 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.

**Section VII – Sample Forms**

**Annexure- 5**

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

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

Note:- 1. Templates for BOQ in excel format will be designed suitably in line with the above format.  
 1. 'X1' & 'X2' values should be entered in the INR sheet of BOQ template.

**Section VII – Sample Forms**

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**Annexure-6**

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

**Section VII – Sample Forms**

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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 the Indian manufacturer, a tripartite contract will be concluded with the bidder, along with the foreign manufacturer.

**Security Deposit Bank Guarantee Format**

**Not Applicable**

**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 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

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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 460 HP Wheel Dozers (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

**Section 1 – Commitments of the Principal**

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

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal

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

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

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

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

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

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

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

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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/ Bid Security.

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

### **Section 5 - Previous transgression**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

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

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

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

### **Section 10 - Other provisions**

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

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

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

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

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

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

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

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

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

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

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

(For & on behalf of Bidder/Contractor)

This document is digitally signed

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**Annexure - 11**

**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)
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- (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
---------	-------------	------------------------

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

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

Or

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

- (a)
- (b)
- (c)
- (d)

5. The amount of recovery on account of non-supply of accessories and spares is given under paragraph number 2.

6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature (s)

Name(s)

Designation(s) with Stamp

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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 counter-signed by the Area General Manager and HOD of Excavation Deptt. of subsidiary company.

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

**Format for Performance Certificate on completion of Trial Period**

**SATISFACTORY PERFORMANCE CERTIFICATE FOR [name of HEMM]  
DURING TRIAL PERIOD**

**NAME OF THE SUBSIDIARY COMPANY .....**      **EQUIPMENT TYPE : .....**  
**PROJECT .....**      **EQUIPMENT MODEL : .....**  
**AREA .....**      **EQUIPMENT SERIAL NO. ....**  
**CIL CONTRACT NO. ....**      **DATE OF COMMISSIONING ....**  
**SUPPLIER’S NAME .....**      **NAME OF MANUFACTURER ...**

**The details of yearly performance during trial period of [...] Years are furnished below:**

Period		Year	Guaranteed Availability Percentage		Remark, if any
FROM	TO		Contractual Reqm.	Achieved	
		1st year			
		2nd year			
		3rd year			

NB : This will start from re-commissioned date, if applicable, as per Clause [...]. Of SCC of the Contract

1. All contractual obligations during the period of trial i.e. 1<sup>st</sup> year to 3<sup>rd</sup> year have been fulfilled.
2. There is no financial claim pending during this trial period from ..... (start date ) to ..... (end date) for recovery on account of the above referred contract.
3. The performance of the Equipment Sr. No. [...] Model [...] Make [...] name of HEMM [...] during the trial period is satisfactory.

The equipment is recommended to be considered “proven” from the 4<sup>th</sup> year of operation onwards till completion of Contract, based on the above confirmation and consideration of operating and maintenance costs during the trial period.

This is subject to approval of Competent Approval of the **[concerned Director(Technical) of the Subsidiary]**.

GM(Excv)                  GM                  GM(Excv)/Incharge                  GM(Excv)/Incharge  
 Subsidiary HQ    Concerned Area                  Concerned Area                  Concerned Project

Note :

- i) In case of unsatisfactory performance also, an appropriate certificate / report in the above format should be put up to [concerned Director(Technical) of the Subsidiary].
- ii) In case of more than one no. equipment in the Contract, the satisfactory / unsatisfactory certificate(s) as above should be compiled and put up for approval to [concerned Director(Technical) of the Subsidiary].

**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

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Annexure – 14

**Check list of Documents to be uploaded in Technical Bid**

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

Sl. No.	Document	NIT Clause Ref. No.	Folder Name
1	Documents towards Special Provisions	Sec-II, ITB Clause -7 and Clause-14.2 (iii) (c)	TECHNICAL ELIGIBILITY Docs
2	Documents establishing Bidders Eligibility and Qualifications – Clause-17.A.(i) c,d,e; 17.A.(ii) d,e,f; 17.A.(iii) f,g,h; 17.A.(iv) to 17.A.(viii)	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 2
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	Certificate regarding environment friendly of engine with minimum BS-IV / EPA Tier II or equivalent from engine manufacturer.	Sec-VI, Tech Specs, Part D, Clause – D.4.1.	Tech Doc 1
7	(i) Technical Details of offered automatic fire detection and suppression system 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)	Sec-VI, Tech Specs, Part D, Clause – D.4.16	Tech Doc 2

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	shall be submitted at the time of supply of the equipment as per clause D.4.16		
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.4.17	Sec-VI, Tech Specs, Part D, Clause – D.4.17	Tech Doc 2
9	Detailed design of Health monitoring system	Sec-VI, Tech Specs, Part D, Clause - D.6	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.8	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 - 9.1, General (a).	Sec-VI, Tech Specs, Part D, Clause – D.9.1, 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.9.1, General (b).	Tech Doc 3
13	Details of Erection programme, duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause- D.9.1, General (c)	Tech Doc 3
14	Technical Details in respect of all the points covered under clause-D.9.2 (a) to (k) along with calculations, drawings and curves/ graphs etc. point by point duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause - D.9.2	Tech Doc 4
15	All values, information, description in respect of Clause -D.9.3 & all its sub-clauses from D.9.3.1 to D.9.3.13, point by point duly signed and stamped.	Sec-VI, Tech Specs, Part D, Clause – D.9.3	Tech Doc 4
16	Complete list of consumable spares and consumables required for first 12 months of warranty period from the date of commissioning of the equipment (without prices). This list is to be given per equipment.	Clause-14.2 (iii) (d), ITB and Sec.-VII, Sample	Tech Doc 5

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		Forms, Annexure-5	
17	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 6 <sup>th</sup> year of operation from the date of commissioning per equipment in Indian Rupees in the BoQ template	Clause-14.2 (iii) (f), ITB	Tech Doc 5

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### Annexure – 14(contd.)

#### Check list of Documents to be uploaded in Commercial Bid

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

Sl. No.	Document	NIT Clause Ref. No.	Folder Name
1	In case equipment manufacturer is quoting against the tender, documents indicated at clause- 17.A.(i) Commercial	Sec-II, ITB, clause- 5.1(A) & 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(B) & 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	Sec-II, ITB, clause- 5.1(B) & clause - 17.A(ii)-Commercial	COMMERCIAL ELIGIBILITY Docs
4	In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, Manufacturer's Authorization Form along with Power of Attorney	Sec-II, ITB, clause- 5.1(C) & Sec-VII, Sample Forms, Annexure-4.	COMMERCIAL ELIGIBILITY Docs
5	In case Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, documents indicated at clause-17.A.(iii) Commercial	Sec-II, ITB, clause- 5.1(C) & 17.A (iii) Commercial	COMMERCIAL ELIGIBILITY Docs
6	Manufacturer's Declaration Form along with Power of Attorney, if applicable	Annexure-4a	COMMERCIAL ELIGIBILITY Docs
7	In case a bidder has a foreign collaboration / license Agreement, all the documents as per clause-17.A.(viii)	Sec.-II, ITB, clause- 6 & clause- 17.A(viii)	COMMERCIAL ELIGIBILITY Docs
8	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) 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 & clause-14 (iv) (d) Commercial	COMMERCIAL ELIGIBILITY Docs
10	Certificates (s) towards being MSE	Sec-II, ITB, clause- 39 & clause-14 (iv) (e) Commercial	COMMERCIAL ELIGIBILITY Docs

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Sl. No.	Document	NIT Clause Ref. No.	Folder Name
11	Certificate towards being Startup	Sec-II, ITB, clause-40 & clause-14 (iv) (f) Commercial	COMMERCIAL ELIGIBILITY Docs
12	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), if applicable. Also, evidence of valid registration(s) by the Competent Authority for any bidder from a country which shares a land border with India, if applicable.	Sec.-II, ITB, clause-14.2 (i) & Sec.-VII, Sample Forms Annexure-1. Clause-5.2 (ix), Sec-II, ITB	LOB Docs
13	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
14	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
15	Documentary evidence for exemption from submission of Earnest Money Deposit	Sec.-II, ITB, clause-16.B & Clause 14.2 (iv)(a)	Instruction given in clause-16.B, ITB to be followed
16	Pre-Contract Integrity Pact duly filled-in, digitally signed.	Sec.-II, ITB, clause-14.2 (iv) (c) & clause-37 & Annex-10, Sample Forms, Sec-VII	COMMERCIAL Docs
17	Self-attested / 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
18	Scanned copy of cancelled Cheque(s)	Sec-IV, SCC, Clause 8.3 & Clause 16 (C ), ITB	COMMERCIAL Docs
19	Indigenous manufacturer to indicate the information for equipment with Project Concessional Duty (PCD) only.	Sec-II, ITB, Clause - 22.3.a), b), c)	BOQ 2 folder