

Central Coalfields Limited

**(A Miniratna Company)
(A subsidiary of Coal India Limited)**

**Tender Ref. No.: CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22
(Tender ID: 2022_CCL_239003_1)**

Tender Sl. No. 19 Dt.16.03.2022

**Global e-Tender cum e-Reverse Auction
(Single Stage Two Envelope/Bid System)**

Tender Document

For

**Supply, Installation and Commissioning of 63 Nos.
Rear Dump Truck of capacity not less than 60T (Sht)
(49 nos. on Replacement/NCD basis and 14 nos. on PCD basis)**

Along with

**Supplementary Items for 12 months of warranty period from
the date of commissioning of the equipment and thereafter
Supplementary Items for a period of 48 months**



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SECTION – I
INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

1. Tenders are invited through on-line bidding process on the website <https://coalindiatenders.nic.in> from the eligible bidders. For bidding online, the bidders must possess Class-II or Class-III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The tender document is also available on website <https://eprocure.gov.in> and CCL website www.centralcoalfields.in for download by the prospective bidders free of cost. There will be no sale/distribution of Hard Copy of the Tender Document.

2. Brief details of the Tender are as under:

Sl. No.	Item Description	Qty.	Estimated Value of Tender (Rs.)	Earnest Money Deposit (Rs.)	Delivery Period	Integrity Pact
1	Supply, Installation and Commissioning of Rear Dump Truck of capacity not less than 60T (Sht) {49 nos. on Replacement/ NCD basis (12 nos. with item a & h of special tools & 37 nos. without item a & h of special tools) and 14 nos. on PCD basis (01 no. with item a & h of special tools & 13 nos. without item a & h of special tools)} along with Supplementary Items for 12 months of warranty period from the date of commissioning of the equipment and thereafter Supplementary Items for a period of 48 months.	63 Nos.	248,76,19,690.29	50,00,000.00	330 Days (Refer SOR, Section-V)	Applicable

3. All bids are to be submitted online on e-Procurement Portal of Coal India Limited website <https://coalindiatenders.nic.in>. No offline bids will be accepted. 'Earnest Money Deposit' is to be submitted online through payment gateway provided at NIC Portal during online submission of bid.

4. Before starting the bidding process, bidders are advised to carefully read 'Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal' i.e. <https://coalindiatenders.nic.in> available under the link 'Help for Bidders' and any other guidelines available at bidding portal <https://coalindiatenders.nic.in>.

5. **Time Schedule of Tender:**

Sl. No.	Particulars	Date	Time
a.	Tender Publishing Date	16.03.2022	18:00 Hr.
b.	Document Download Start Date	17.03.2022	10:00 Hr.
c.	Seek Clarification Start Date	17.03.2022	10:00 Hr.
d.	Seek Clarification End Date	01.04.2022	11:00 Hr.
e.	Bid Submission Start Date	17.03.2022	10:00 Hr.

f.	Bid Submission Closing Date	16.04.2022	11:00 Hr.
g.	Bid Opening Date (Cover-I)	18.04.2022	11:00 Hr.
h	Due date and time of Opening of Cover-II of the Tender and Start of Reverse Auction	Will be done at a later date which will be communicated to the Techno-Commercially acceptable bidders through CIL e-procurement portal only.	

6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.
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. **CCL HQ is working full day on all Saturdays except 2nd Saturday of every month, which is a holiday**
8. Reverse Auction platform shall be created by Tender Inviting Authority (TIA) within two hours of opening of Price Bid (Cover-II).
9. 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.
10. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website <https://coalindiatenders.nic.in> tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
11. The offers with any deviations to the NIT terms and conditions shall be liable for rejection.
12. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13. It may be noted that e-tendering or e-procurement fall under the purview of the Information Technology Act, 2000 and Information Technology (Amendment) Act, 2008 and other relevant acts and subsequent amendments if any.
14. There will be no physical sale of the tender documents.

Special Note: This NIT is based on the provisions of CIL Purchase Manual 2020 and there are many changes in different clauses (including Penalty Clause, Shortfall/Confirmatory Documents Clause, etc.) as compared to previous NIT. Therefore, the Bidders are advised to read the complete NIT carefully, before submission of the bid. CIL Purchase Manual 2020 & subsequent amendments are available in the website <http://www.coalindia.in>.

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Requirements for participation in e-tenders

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

- a) PC with internet connectivity: It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-procurement website. Under no circumstances, CCL/CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement system or internet connectivity failures.
- b) Online Enrollment/Registration with CIL's e-procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC): The online enrollment/registration of the bidders on the portal is free of cost and one-time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped/ registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) The bidders who are eligible for purchase preference for being an MSE/Make in India bidder/Domestically Manufactured Electronic Products bidder/Ancillary or under any policy of Government of India specifically mentioned in the NIT should enroll their name in Coal India's e-Procurement Portal as "**Preferential Bidder**" before submitting their bid either by modifying their profile or while making "Online Bidder Enrolment". The necessary documents in support of the eligibility for purchase preference should also be uploaded against the specified tender to avail the benefits.
- d) Class-II or Class-III Digital Signature Certificate (DSC).

2. Digital Signature Certificate (DSC)

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced up to 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. In case of any difficulties in online submission of the bid please contact to M/s. NIC (Shri Pawan, Contact. No.7004122813 or NIC Tollfree No. 1800-233-7312), before the schedule time of the submission of bid. All queries will be answered in English/Hindi only.

4. Communication

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

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and online submission of bid, and Central Coalfields Limited (CCL), 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.

B. Eligibility of Bidders

1. Qualification Criteria:

The bidder should be in a position to offer and supply in specified delivery period **at least 50%** of the total quantity/number for which the bid has been invited.

Offers from bidders who fail to comply with the qualification criteria stated above shall be considered **unresponsive**.

2. Eligible Bidders:

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):

1. Class-I Local Supplier.
2. Authorized Agent of Class-I Local Supplier.
3. Class-II Local Supplier.
4. Authorized Agent of Class-II Local Supplier.
5. Non-Local Supplier.
6. Authorized Indian Agent of Non- Local Supplier.

N.B.: 'Class-I' & 'Class-II' Local suppliers and Non-Local Suppliers as defined under "Public Procurement (Preference to Make in India) Order 2017-Revision, regarding", Dated 16.09.2020 issued by Public Procurement Section, Department for promotion of Industry and Internal Trade, Ministry of Commerce and Industry.

Note:

1. Indigenous manufacturers/Indian manufacturers referred anywhere in NIT means 'Class-I or Class-II Local Supplier', as defined in aforesaid Order.
2. Please refer **Annexure-XVII**, Sample Forms, Sec-VII, attached with this NIT for details and required documents to be uploaded by bidder.

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. Manufacturers / Indian Agents:

1. Indigenous (Local)/Foreign Manufacturers:

(a). Procurement shall be made from manufacturers only. However, if the manufacturer does not quote directly to any organisation in India as a matter of its corporate policy (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), the procurement can be made from its authorised Indian Agent based on the tender specific authorisation issued by the manufacturer mentioning tender reference number and date and validity of such authorization (**Annexure-III**, Sample Forms, Sec-VII). The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organisation 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 as per provision of CIL Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity.

(b). However, in case the foreign manufacturer, as a matter of its corporate policy, does not quote directly in India (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables

bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), it can authorize its Indian Agent to quote on its behalf. In such case, the foreign manufacturer shall have to submit above mentioned certificates in favour of its Indian agent. If the manufacturer participates directly in any tender in India, then the procurement from the authorized agent shall not be allowed.

Notes: Indian office/Indian Subsidiary of a Foreign Manufacturer can issue a tender specific authorization in favour of an agent in India, provided the Indian office/Subsidiary itself is authorized by the Foreign Manufacturer to issue such authorizations on their behalf.

(b). One manufacturer can authorize only one agent.

(c). Indigenous Manufacturer/Local Supplier can be Class-I & Class-II as follow:

Class-I Local Supplier means a supplier or service provider, whose goods or services offered for procurement, have local content equal to or more than 50%.

Class-II Local Supplier means a supplier or service provider, whose goods or services offered for procurement, have 20% or more local content but less than 50%.

Non-Local Supplier means a supplier or service provider, whose goods or services offered for procurement, have local content less than 20%.

Non-Local Suppliers will not be eligible to participate in Domestic Tenders meant only for Indigenous Manufacturers/Local Suppliers.

Local content means the amount of value added in India, which is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

(d). Verification of Local Content:

- i. The Class-I/Class-II Local Supplier at the time of bidding shall be required to provide self-certification that the item offered meets the minimum local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be. They shall give details of the location(s) at which the local value addition is made (Refer **Annexure-XVIII**, Sample Forms, Sec-VII).
- ii. In case of procurement for a value in excess of Rs.10 crores, the Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content (Refer **Annexure-XVIII**, Sample Forms, Sec-VII).
- iii. CIL/Subsidiary Companies may constitute committees with internal and external experts for independent verification of Self-certificates/auditor's/accountant's certificates on random basis and in the case of complaints.
- iv. False declarations will attract banning of business of the bidder or its successor(s) for a period of upto two years as per CIL Purchase Manual, along with such other actions as may be permissible under the law.

2. Indian Agents:

Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of 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-III**, Sample Forms, Sec-VII, signed and stamped by the manufacturer to

quote against the CCL Tender, indicating the Tender Reference No. and date along with the offer. The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organization in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above, it shall be liable for penal action for willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged document by the bidder or using any other illegal/unfair means as per provision of this NIT/CIL Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by CIL.

The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of documents like certificate of incorporation/registration etc. along with the offer and also Indian agents shall submit undertaking to the following extent (Refer **Annexure-III**, Sample Forms, Sec-VII):

“We will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations, and we will be responsible for providing the required after sale service.”

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 foreign/indigenous manufacturer is quoting directly, but has involvement of an Indian agent/ Indian office/Indian subsidiary for the execution of certain activities against the tender, then the foreign/indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer’s Declaration Form as per **Annexure-IIIb**, 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.

Note: In case where the manufacturing firm happens to have been banned/suspended, the offer of the authorised agent shall not be considered.

3. Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/Indian Manufacturer:

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

Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign Manufacturer can issue tender specific authorization in favor of an Indian agent, provided the Indian office/subsidiary itself is authorized by the foreign manufacturer to issue such authorization on their behalf. In such case also, i.e. the Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/Indian Manufacturer having an Indian agent for the execution of certain activities against the tender, they shall have to upload scanned copy of tender specific Manufacturer’s Declaration Form as per **Annexure-IIIb**, Sample Forms, Sec-VII, signed

and stamped by themselves against the CIL Tender, indicating the Tender Reference No. and date along with the offer.

4. Indian Manufacturing entity of foreign manufacturer:

Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment. In such case, the bidder shall be required to submit notarized copy of valid Legal Agreement/ Collaboration Agreement/License Agreement/MOU with foreign (principal) manufacturer for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer as per **Annexure-IIIa**, Sample Forms, Sec-VII, signed and stamped by the principal manufacturer to quote against the CCL Tender, indicating the Tender Reference No. and date. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time.

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

5. In case of procurement of equipment, the bidder/manufacturer should 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.

In case the bidder/manufacturer does not have the After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value.

Note: In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent may also be acceptable on meeting minimum criteria.

6. In case of equipment of foreign origin to be supplied by foreign manufacturer or Non-Local Supplier, the imported content and domestic content (if any) should be quoted separately in foreign currency and Indian Rupee (INR) respectively. The payment of foreign currency portion would be made directly to the foreign manufacturer and INR portion, if any, to the Non-Local Supplier.

In case there is involvement of an Indian Agent, the payment of the Indian Agency commission will be paid directly by CIL in equivalent INR limited to the percentage indicated in the Agency Agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower.

7. In case of offer from foreign manufacturers involving Indian agents, such bidder shall submit the following pre-existing documents, at the time of tender opening (Refer **Annexure-IV**, Sample Forms, Sec-VII):

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

8. The manufacturer/tenderer shall submit a certificate that *“No agent/middleman/liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of CIL Purchase Manual”* (Refer **Annexure–III**, Sample Forms, Sec-VII).

9. The amount of Agency Commission payable to the Indian Agent in Indian currency will be limited to the percentage indicated in the Agency agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, by following laid down procedures for such banning/suspension of business dealings.

10. OEM/OES should mention the names of Original Part Manufacturers (OPMs) of bought-out assemblies/sub-assemblies/components/parts fitted in the quoted model of equipment.

B. Collaboration and License Agreements:

i. Collaboration Agreement: In case of Collaboration Agreement or Memorandum of Understanding (MoU) with the principal manufacturer, the collaboration agreement/MoU should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer has to confirm that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime. The agreement/MoU evincing collaboration of the Indian Firm/Company with the Principal Manufacturer must be 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 he said Act.

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

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

C. Apart from the documents specified above, following are required for establishing Bidder's Eligibility:

Sl. No.	Category of bidder	Upload digitally signed scanned copy of self-attested or notarized (as applicable) documents in support of Eligibility Criteria for the tendered item(s).
(a)	Indigenous Manufacturer	1. Any one of the following valid documents (attested by Public Notary): - Factory license/Manufacturing license - NSIC registration certificate. - Startup: Statutory document issued by DPIIT recognizing the eligible entity as Startup - SSI/DIC registration certificate - ISO Certificate. - BIS license/certificate - DGMS approval - Micro/Small Enterprises [MSE] Registration certificate issued by District Industries Centers OR Khadi and Village Industries Commission (KVIC) OR Khadi and Village Industries Board (KVIB) OR Coir Board OR National Small Industries Corporation (NSIC) OR Directorate of Handicrafts and Handloom OR any other body specified by Ministry of Micro, Small and Medium Enterprises OR Udyog Aadhar Memorandum (UAM)/Udyam Registration Certificate issued by Ministry of MSME OR Entrepreneurs Memorandum (EM-II) signed by DIC.
(b)	Indian Agent authorised by Indigenous (Local) Manufacturer	- If an Indigenous manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorisation and confirmation as per Manufacturer's Authorisation Form as per Annexure-III, signed and stamped by the manufacturer to quote against the CCL tender, indicating the Tender Reference No. and date along with the offer (attested by Public Notary). - Undertaking by Indian Agent of Indigenous Manufacturer exactly as per Annexure-IV (Sample Forms) and uploaded scanned & notarised copies of document(s) as per Sub-clause A.2, Clause 2 of Part-B under Section-II (ITB) of NIT. - Any one of the following valid documents of the Principal Manufacturer (attested by Public Notary): - Factory license/Manufacturing license - NSIC registration certificate. - Startup: Statutory document issued by DPIIT recognizing the eligible entity as Startup - SSI/DIC registration certificate - ISO Certificate. - BIS license/certificate - DGMS approval - Micro/Small Enterprises [MSE] Registration certificate issued by District Industries Centers (DIC) OR Khadi and Village Industries Commission (KVIC) OR Khadi and Village Industries Board (KVIB) OR Coir Board OR National Small Industries Corporation (NSIC) OR Directorate of Handicrafts and Handloom OR any other body specified by Ministry of Micro, Small and Medium Enterprises OR Udyog Aadhar Memorandum (UAM)/Udyam Registration Certificate issued by Ministry of MSME OR Entrepreneurs Memorandum (EM-II) signed by DIC.

(c)	Foreign Manufacturers	Any one of the following valid documents (Self-attested): a. Manufacturing license/certificate b. ISO Certificate. c. Any statutory document confirming the “Manufacturer” status of the Bidder
(d)	Indian Agent authorized by Foreign Manufacturer	1. If an Foreign Manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorisation and confirmation as per Manufacturer’s Authorisation Form as per Annexure-III, signed and stamped by the manufacturer to quote against the CCL tender, indicating the Tender Reference No. and date along with the offer (attested by Public Notary). 2. Undertaking by Indian Agent of Foreign Manufacturer exactly as per Annexure-IV and uploaded scanned & notarised copies of document(s) as per Sub-clause A.2, Clause 2 of Part-B under Section–II (ITB) of NIT. 3. Any one of the following valid documents of the principal manufacturer (attested by Public Notary). a. Manufacturing license/certificate b. ISO Certificate c. Any statutory document confirming the “Manufacturer” status of the Bidder. 4. Bidder shall submit the following pre-existing documents, at the time of tender opening: a. Self-certificate that – “<i>Net prices to be paid to their Principals’/ Manufacturer, in foreign currency are exclusive of agency commission in Indian Rupees and indicate the amount/percentage of commission which Indian Agents are entitled to in terms of their Agreements with the foreign principals, which is included in the FOB price</i>”; b. Foreign manufacturer’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent and the nature of after sales service to be rendered by the Indian Agent. c. Copy of the agency agreement with the foreign manufacturer stating the precise relationship between them and their mutual interest in the business.

NOTE: The certificate in respect of NSIC Registration, SSI Registration, MSME, ISO, BIS License and DGMS approval, etc. **must be valid on the date of tender opening.**

Bidders may also note that:

Mandatory registration of bidder with statutory authorities like Income Tax, GST (if applicable), is required, unless they are specifically exempt from registration under specific notification/circular/section/rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: If Bidder is exempt from Registration under GST Act, 2017 due to his aggregate turnover is less than Rs.20 lakhs then bidder has to submit the copy of Notification along Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than Rs.20 Lakhs; hence he is exempted from Registration under GST Act, 2017.

SELF-ATTESTED & NOTARIZED SCANNED COPY OF THE DOCUMENTS IN RESPECT OF ELIGIBILITY CRITERIA INCLUDING AUTHORISATION IF ANY, TO BE UPLOADED AS SINGLE .pdf FILE NAMED “ELIGIBILITY.pdf”, in COVER-I.

Failure to submit the above Documents may render a tenderer “UNACCEPTABLE” without any further correspondence.

D. Restrictions on Public Procurement from certain countries:

- Ref.:** 1) OM No. 6/18/2019-PPD Dated 23.07.2020 amending Rule 144(xi) in the GFRs, 2017;
2) Order (Public Procurement No. 1) Dt.23.07.2020 Restricting bidders from certain countries under Rule 144 (xi) of GFRs, 2017;
3) Order (Public Procurement No. 2) Dt.23.07.2020 providing Exclusion from the restriction;and
4) Order (Public Procurement No. 3) Dt.24.07.2020 providing Clarification to Order (Public Procurement No. 1) above.

Attention of bidders is invited to above mentioned Office Memorandum & Orders issued by Public Procurement Division, Dept. of Expenditure, Ministry of Finance, GOI. Before submission of bids, bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit necessary certificates/documents as detailed therein along with the bid documents.

- 1. Requirement of Registration:** Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex I of Order (Public Procurement No. 1) dated 23.07.2020. (**Annexure-XX**, Sample Forms, Sec-VII)

2. Definitions:

I. “Bidder” (including the term ‘tenderer’) 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 the procurement process.

II. “Bidder from a country which shares a land border with India” for the purpose of this Order means:

- a) Any entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; 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.

III. The “Beneficial Owner” for the purpose of (II) above will be as under:

- i) 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(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) “Controlling ownership interest” means ownership of, or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) 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.

IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

V. 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.

3. Certification: Referring to the Office Memorandum& Office Orders referred above, the Bidder should submit the certificate as under (as per **Annexure-XXI, Sample Forms**):

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that our firm is not from such a country and is eligible to be considered.”

However, if any Bidder falls in the category of bidders as indicated in the Definitions clauses at sl no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that our firm is from such a country and has been registered with the Competent Authority (specified in Annexure-I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23.07.2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”

In case of Indian Agents of the Manufacturer/Principal quoting against the Tender, both the Indian Agent and their Manufacturer/Principal should submit the above mentioned certificates.

Note:

1. The above mentioned Office Memorandums 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.
2. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Government of India.
3. **Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded.**

E. Provenness Criteria:

Equipment offered by a bidder shall be considered proven as detailed herein below:

Bidder shall clearly indicate the clause/sub-clause of Provenness Criteria against which they claim to have quoted for the proven equipment.

- E.1 The equipment offered by the tenderer shall be considered proven provided 5(five) nos. of quoted model or similar equipment, as defined below, or combination thereof must have been supplied by the bidder (or manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/Public Sector Undertaking) and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1(one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender (window period).

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – E.8 below.

- E.2 In case the quoted model or similar equipment has not been supplied by the bidder (or manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 10 (ten) nos. of offered or similar equipment or combination thereof which have been commissioned 1 (one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause – E.1.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – E.8 below.

- E.3 In case the indigenous manufacturer is quoting the same/similar type & model of the equipment as supplied by their foreign collaborator worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 10 (ten) nos. of quoted model or similar equipment or combination thereof which have been commissioned 1 (one) years prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – E.8 below.

- E.4 In case the indigenous manufacturer is quoting the same/ similar type & model of the equipment as supplied by their licensor having valid IPR for the same type & model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not supplied in India or if supplied and commissioned in India, but has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 10 (ten) nos. of quoted model or similar equipment or combination thereof which have been commissioned 1 (one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them perform satisfactorily for a minimum period of 1 (one) year from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their License Agreement with the company having valid IPR for the equipment being offered which should be valid as on the date of opening of the tender and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenisation carried out by the indigenous manufacturer during life time of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – E.8 below.

- E.5 Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:

In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 10 (ten) nos. of offered model or similar equipment thereof which have been commissioned 1 (one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them have performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits notarized copy of valid Legal Agreement/Collaboration Agreement/License Agreement/MoU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by Indian manufacturing entity. Further the Foreign Manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian Manufacturing entity during life time of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – E.8 below.

E.6 “Satisfactory Performance” means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/contracts for a minimum period of 1 (one) year from the date of commissioning. In case supply orders/contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/contracts against which these equipments were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification along with Proof of Payment against the Purchase Order(s)/Rate Contract(s) and Commissioning Certificate(s) claiming satisfactory performance of the equipment supplied.

E.7 “Similar Equipment” shall be such equipment, which fulfills the following:

- a) Performs almost identical operations as the quoted model.
- b) Should be equal to or higher than the tendered capacity.
- c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted - only ratings/specifications may differ (Lower or Higher).

E.8 Acceptance Criteria for Similar Equipment

I. If the bidder claims provenness of the quoted model based on similar equipment as per sub clause-E.7 above, then the similar equipment should have performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning and the quoted model should have worked for a minimum period of 6 (six) months from the date of commissioning within the window period of 5 (five) years.

II. If the bidder claims provenness of the quoted model based on similar equipment and the similar equipment has performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning, but quoted model has not worked for a minimum period of 6 (six) months, the offer may be accepted subject to following conditions along with Note:

a. The quoted model should have been designed, manufactured and supplied to the end – user but has not been commissioned or if commissioned, has not worked for a minimum period of 6 (six) months after commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.

OR

The quoted model is an upgraded version of the existing model with improved and the latest drive line/ system etc. and has not been manufactured and/or supplied earlier. In such case, the basic model should remain the same. Documentary evidence for past supply of the quoted model whose upgraded version has been offered, is to be provided along with the offer.

b.(i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement.

(ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot.

c. On satisfactory performance of all the equipment of first lot for one year from the date of commissioning [to be certified by the **General Manager (Excavation)/HOD** of the subsidiary company], clearance shall be obtained from the order issuing authority for supply of the remaining quantity, if any, as per Schedule of Requirement.

d. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning.

e. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT.

Note:

In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualifies as per above sub-clause E.8.II, the following shall be applicable:

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

E.9 Relaxation for MSEs and Startups

Ref:

- 1) Policy Circular No. 1(2)(1)/2016-MA Dtd.10.03.2016 of Additional Secretary & Development Commissioner-MSME, Ministry of MSME, GOI.
- 2) OM No. F-20/2/2014-PPD-(Pt.) Dtd.25.07.2016 of Under Secretary to GOI, Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI.
- 3) OM No. F.20/2/2014/PPD-(Pt.) Dtd.20.09.2016 of Under Secretary (PPD), Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI.

In reference to the above three Office Memorandums issued by different ministries of Govt. of India regarding non-insistence of prior experience and prior turnover criteria in respect of MSEs and Startups, the following may be noted:

1. Definition and Eligibility of Startup shall be in line with OM vide letter no.F-20/2/2014 PPD-(pt.) Dt.25.07.2016 of Under Secretary (PPD), Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI, subsequent amendment, if any.

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

2. Prior experience and prior turnover criteria are not applicable for Startups & MSEs in the tender in respect of either of the following situation and no further documents regarding Provenness will be required to be submitted by these categories of bidders.

- a) Against the tender, if bidders in their offer have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per **Annexure-X**, Sample Forms, Sec-VII) has to be enclosed in the tender documents and such MSEs/Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability shall be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/processing of offers.
- b) The designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.
- c) If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.
- d) In case there is deficiency in technical capability of the firm, the same is to be communicated to them by TIA for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the **Head of the Technical Department**.
- e) If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided that date of such reports are not more than one year from the date of opening of bids.
- f) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, **duly notarized**, for relaxation from the criteria of prior experience and prior turnover:
 - A valid BIS Marking License for the quoted items, **OR**
 - Rate contract issued by CIL/its Subsidiary Companies for the quoted items, **OR**
 - A valid DGMS Approval certificate for the quoted items, **OR**
 - Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

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

Status of Provenness would be evaluated and decided by **Head of the Technical Department**.

FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

Note:

1. Definition of MSEs shall be as per 'Public Procurement Policy for MSEs Order, 2012' with subsequent amendments, if any.
2. MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. There may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer procurement from vendors having proven capability. Wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/turnover for Startups/MSEs.
3. It is clarified that if L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 25% quantity shall be distributed among them at L-1 price.
4. Further, in case of non-divisible tenders, an MSE quoting in the price band of L-1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L-1 by the MSE concerned.
5. Where any Aggregator appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
6. **This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.** An MSE Unit will not get any purchase preference over another MSE Unit.

C. Bid Documents**1. Content of Bid Documents**

- 1.1 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 Requirement (SOR);
 - e. Technical Specifications;
 - f. Sample Forms: ANNEXURE-I to XXV;
 - g. Any Other document, information, instruction as specified in the Bid Document and/or specified in the e-procurement portal;
- 1.2 The terms & conditions mentioned in Special Conditions of Contract (SCC), Technical Specifications, Schedule of Requirement (SOR) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, specific provisions contained in SCC, SOR & Technical Specifications shall prevail over those in the General Conditions of Contract.
- 1.3 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.

2. Clarification of Bid Documents

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15(fifteen) days prior to the deadline for the online submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal up to 07

(seven) days before the last date of submission of bid, as indicated in the Time Schedule of tender. (Section-I (5)).

Note: No queries will be entertained after stipulated date. Bidders may also note that queries which are not received online through e-tender portal will not be entertained. Queries/clarifications submitted through offline mode/e-mail will not be entertained.

D. Preparation and Submission of Bid

1. Language of Bid

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

2. User Portal Agreement

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

3. Letter of Bid (LOB)

The Letter of Bid (LOB) as per the format given at **Annexure-I**, Sample Forms, Sec-VII 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.

Above documents are to be uploaded in a folder named "**LOB**" provided in the e-procurement portal.

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. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of the person signing the LOB as the person is DSC holder and is himself bidding online on CIL's e-Procurement Portal.
- b) 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 notarised as per **Annexure-II**, Sample Forms, Sec-VII by the person signing the LOB in favour of person bidding online is required to be uploaded.

4. Period of Validity of Bids

The bids (Techno-Commercial Bid and Price Bid) shall remain valid for a period of **120 days (One hundred twenty days)** from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by the purchaser. Withdrawal of tender within the validity period is also not permitted. During the Tender evaluation process if the extension of the bid validity is required, the same shall be with mutual consent of buyer and seller.

5. Methodology for online Submission of Bids

5.1 The offers are to be submitted online through CIL's e-procurement portal in two covers:

Cover-I containing '**Techno-Commercial Bid**' and Cover-II containing '**Price Bid**'.

5.2 Techno-Commercial Bid (Cover-I): The Cover-I of the offer shall contain bidder's response to the techno-commercial terms and conditions of the tender document, duly filled in the Excel sheets provided in e-procurement portal. **It should be noted that the Cover-I should not contain the price.**

The Cover-I shall contain the following:

(I) **Technical Parameter Sheet with Commercial Parameter Sheet (TPS-CPS.xls):** This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder must upload the same Excel file during Bid submission. The Technical Parameter-cum-Commercial Parameter Excel file shall contain the following **Two** sheets:

a) **Commercial Parameter Sheet (CPS)** - The Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same.

Note: Bidders should fill Commercial Parameter Sheet (CPS) first and then Technical Parameter Sheet (TPS-BoQ1) thereafter.

b) **Technical Parameter Sheet (TPS-BoQ1)** - The Technical Parameter Sheet containing the technical specification parameters for each tendered item is in Excel format. Non-compliance of any of the parameter of specification for any of the item will disqualify the bidder for that item.

The Technical Parameter Sheet (TPS-BoQ1) & Commercial Parameter Sheet (CPS) which is incomplete and not submitted as per instruction given will be rejected by the system. In case of non-compliance of any of the parameter/terms in these sheets shall result in rejection of the bid during the process of automatic evaluation by the system and such bids shall not be considered for opening of Price Bids.

Make & Model to be indicated in TPS: Bidders are to indicate the Make & Model of their quoted items in the appropriate column, failing which the bidders shall not be eligible for the particular.

All related documents to CPS are to be uploaded by the bidder in "ELIGIBILITY DOCUMENTS", "PROVENNESS DOCUMENTS", "CERTIFICATES", "EMD AND OTHER DOCS", etc.

Bidders have to make sure that 'Eligibility-Overall' cell against items they intend to quote indicate 'COMPLIED'.

(II) The details of other documents to be submitted in Cover-I are given below:

Annexure	Document/Format	Folder
Annexure-I	Letter of Bid (LOB)	To be submitted in "LOB" in Cover-I as a pdf file.
Annexure-II	Format for Authorization to DSC holder bidding online by the person who has signed LOB.	
Annexure-III	Manufacturer's tender specific Authorization and declaration (duly notarised)	To be submitted in "CERTIFICATES" attached in single pdf file in Cover-I.
Annexure-IIIa	Principal Manufacturer's Declaration Form	
Annexure-IIIb	Manufacturer's Declaration Form	
Annexure-IV	Self-Declaration by the Agent (if the bidder is an Authorised Agent)	
Annexure-V	Self-Certificate for Provenness	
Annexure-VI	Lowest Price Certificate & Price Fall Certificate	

Annexure-VII	Quality Certificate	
Annexure-VIII	Fitment Certificate	
Annexure-IX	No-Deviation Certificate	
Annexure-XI	Declaration Regarding Non-Banning/Delisting	
Annexure-XII	Technical Support & Services Certificate	
Annexure-XIII	HSN (Harmonized System Nomenclature) Code of product.	
Annexure-XVI	Pre-Contract Integrity Pact (Applicable for tender value of Rs. 2.00 crores and above)	
Annexure-XVIII	Certificate for Verification of Local Content	
Annexure-XIX	Self-Certificate (in case bidder is a Startup Entity)	
Annexure-XXI	Format for Certificate regarding procurement from a bidder of a country which shares a land border with India.	
Annexure-XXII	GST details and details of quoted items (upload GST certificate).	
Annexure-XXIV	Mandate Form for e-payment with a copy of cancelled cheque.	
CPS contained in TPS as CPS Sheet	Commercial Parameter Sheet	To be downloaded, filled & uploaded in “TPS-BoQ1.xls” file in Cover-I.
Annexure-X	Proforma for Equipment and Quality Control applicable for MSE’s & Startups.	To be submitted in single pdf file in “ELIGIBILITY DOCUMENTS” in Cover-I.
The bidder should upload scanned & notarised copies of details in respect of their organization along with the copies of document(s) like certificate of incorporation/registration etc. (If the bidder is an Authorised Agent) .		
Documents related with Eligibility Criteria.		
Documents, if any, given in Section “Technical Specifications”& Section “Schedule of Requirement (SOR)”.		To be submitted in four (04) folders named as “TECHNICAL DOCUMENTS-1”, “TECHNICAL DOCUMENTS-2”, “TECHNICAL DOCUMENTS-3” and “TECHNICAL DOCUMENTS-4” in Cover-I.
All the documents related to Provenness Criteria given in Section “Technical Specifications”.		To be submitted in single pdf file in “PROVENNESS DOCUMENTS” in Cover-I.
Scanned Copy of documents related to submission/exemption of EMD as per terms of the NIT, if applicable.		To be submitted in “EMD AND OTHER DOCS” attached in single pdf file in Cover-I.
Certificate in support of MSME, if applicable.		
Certificate in support of Startup, if applicable.		
Certificate in support for giving preference to “Make in India” Products, if applicable.		
Scanned & notarised copy of PAN Card.		
Scanned & notarised copy of GST registration certificate.		
Confirmation that the bidder has quoted for the equipment along with the Supplementary Items (consumable spares and consumables) exactly as per the NIT requirement and stipulations.		

Confirmation that details of training charges have been indicated in the Price Bid/BOQ.	
Any other document/certificate as per requirement of NIT.	

5.3 Price Bid (Cover-II):

(a) The Cover-II has one folder BOQ template. The Price Bid containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on CIL's e-procurement portal under folder BOQ template. This will be downloaded by the bidder and it will quote the rates, taxes & duties etc. for the offered items on this Excel file. 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.

(b) The Price Bid/BOQ template consists of three sheets: "BoQ1", "INR Sheet" and "Other Currency Sheet".

Sheet-1: The BoQ1 sheet is a front sheet and is a multi-currency sheet. This front sheet is a compilation sheet, where the prices quoted by the bidder in foreign currency & INR are compiled for preparation of the comparative chart. The bidder shall only enter its name in full and select the appropriate currency (USD/EURO/JPY/AUD/GBP/SEK/KRW/INR) in **each** row of "L" column of BoQ1 sheet. The currency selection should be done in **each** row separately. Bidder must select same currency for each row of L column in BoQ1 sheet (i.e. for each item). **The default currency in the BoQ1 is USD. If the bidder is quoting in any other currency, it must select the appropriate currency from the drop down menu available in "L" column.**

Note: If the bidder is quoting:

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

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

Sheet-2: The second sheet in BOQ template is an "INR sheet" for quoting total price of equipment & supplementary items (consumable spares and consumables) during warranty period and spares and consumables for 2nd to 5th year of operation thereafter in INR. In the "INR sheet", items for which the price is quoted in INR and all elements of price to be quoted in INR shall be filled in. If the equipment is of indigenous origin, the price of equipment shall be quoted in INR. The supplementary items (consumable spares and consumables) value should be for each equipment separately for each year.

Sheet-3: The third sheet is "OTHER CURRENCY sheet". This sheet is for quoting prices for equipment and supplementary items (consumable spares and consumables) in foreign currency. Items for which the prices are quoted in foreign currency shall be filled in this sheet. Elements of prices to be incurred in purchaser's country in INR shall also be quoted in this sheet. Bidders quoting for equipment in foreign currency and sourcing some of the items indigenously for fitment in the equipment during commissioning shall quote the total price of all such items also in this sheet.

The Total Value of all prices quoted for one no. of Equipment, supplementary items (consumable spares and consumables) in Other Currency and INR shall reflect in the front sheet in column N and P respectively. The exchange rate prevailing on the date of price bid opening shall be fed to the portal by the Tender Inviting Authority (TIA).

Sheet-4 & 5 (Supp_Items_INR & Supp_Items_Other_Currency): The details and price of individual items of supplementary items shall be quoted in Excel format as provided in the BOQ. It would be the responsibility of the bidder to ensure that the total price for the supplementary items shall tally with the total price of such items quoted in respective sheets (INR sheet/OTHER_CURRENCY sheet). In case of any discrepancy the price quoted in Supp_Items_INR/Supp_Items_Other_Currency with the total price quoted in INR sheet/OTHER_CURRENCY sheet, the Price in INR sheet/OTHER_CURRENCY sheet shall be considered for evaluation, while award of contract and payment shall be made at lower of the two prices.

Important Note:

In case the tendered item is eligible for INPUT TAX CREDIT as per their applicability, then the L-1 status shall be decided by deducting the respective price components from the landed price viz. GST (as applicable) towards INPUT TAX CREDIT in respect of Domestic Bidders from the landed value.

The L-1 will be decided for each item/module as stipulated in the NIT. The Price Bid of the bidders will have no condition. The Price Bid which is incomplete and not submitted as per instructions will be rejected.

NOTE: The price for determining status of the bidders shall be automatically calculated by the system based on the input values provided by respective bidder in their price bid.

Bidder must indicate all the price elements of Cost which are applicable in their case, as provided in the relevant Price Bid Format. In case any of the Cell in Price Bid Format pertaining to any cost element is left blank or shown as 0.00, then that Element shall be treated as included in Basic Price/NIL and in case such cost is applicable/payable extra over the Basic Price the same shall be borne by the seller in the event of placement of order. CCL will not entertain any claim whatsoever for additional payment on account of any of such price elements for which value is indicated Nil or Corresponding Cell is left blank. However, in case “Basic Price” is indicated as 0.00/Nil, the Bid shall be treated as non-responsive for that item.

“If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered unless the charges for an item/product are included elsewhere in the price bid and a specific mention in this regard is made in the bid”.

5.4 Other information regarding BOQ/Price Bid:

- i.) The Price Bid will be in item-wise unit rate BOQ format and the bidder may quote for any or all the tendered items. The Price Bid of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- ii.) In case of Taxes and Duties like CGST, SGST or IGST, GST Cess (if applicable), the applicable rate of these duties in terms of %age or is to be entered in the relevant fields.

Note: CCL consignee(s) is/are located in Jharkhand Only.

For Intra-State Supply	For Inter-State Supply
Bidder has to indicate applicable Rate of (CGST+SGST) in terms of %age in the relevant column in Price Bid & Annexure-XXII.	Bidder has to indicate applicable Rate of IGST in terms of %age in the relevant column in Price Bid & Annexure-XXII.

- iii.) The rate of CGST, SGST or IGST, GST Cess (if applicable) entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid.

If bidder is eligible for Exemption of GST or lower than the normal rate is applicable then bidder has to upload the authenticated documents towards such exemption online & furnish the authentic documents along with certificate of Practicing Chartered Accountant having Certificate of Practice and having valid

membership number of ICAI clearly mentioned that Bidder is eligible to opt the benefit of scheme/notification and fulfilled all the condition as mentioned in notification in this regard.

- iv.) In case the tendered item is eligible for Input Tax Credit of GST and there is certainty at the time of bid evaluation about the quantum of tax credit available, then the L-1 status shall be decided by deducting the Input Tax Credit [CGST, SGST or IGST, GST Cess (if applicable) as the case may be] Amount component from the total Rate by the system.

However, if Bidder has opted composition scheme as per the provision of section 10 of CGST Act, 2017, they cannot charge the CGST/SGST/IGST/GST Cess, L-1 status will be determined on the basis of their quoted price.

- v.) In case of Bidder is exempted from Registration under GST Act and submitted the required documents as mentioned above, CCL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST SGST, GST Cess will be included in landed price. However, if the tendered items are eligible for Input Tax credit, the same will be deducted while computing the L-1 Status.
- vi.) In case of Successful bidder(s), if at the time of supply, it is found that Input Tax Credit available to CCL on this account is less than the "Input Tax Credit Amount Per Unit" declared in the BOQ/Price Bid, the differential amount between the two shall be deducted from the Bill of Supplier while making payment to them.
- vii.) Delivery is to be effected on Door Delivery Basis, thus bidder has to arrange the prescribed E-way bill at their end.
- viii.) It is 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 any circumstances, CCL shall not 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.
- ix.) **HSN Code** - Bidder to mandatorily quote HSN (Harmonized System Nomenclature) Code of product as per the format given at **Annexure-XIII (Sample Forms)**.

Statutory Variation: If there is any statutory change in GST/SGST/IGST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.

5.5 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.

5.6 Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with the offer as per tender requirements at relevant spaces/folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in **100 DPI** for clarity & easy uploading.

5.7 In case bidders upload copies of registration certificate of NSIC/BIS License, etc. and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be duly attested by a **Notary Public**. Apart from copies of supporting documents required as mentioned in the NIT, no additional/redundant document should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet, shall be ignored.

5.8 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.

5.9 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.

6. Submission of Forged/Tampered Documents

Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, CCL while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CCL 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 CCL 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 CCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and/or banning the bidder in CCL 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 law. Further, suitable action may be taken for claiming damages from the bidder.

7. Earnest Money Deposit

7.1 Submission of EMD

The value of the Earnest Money to be deposited by the tenderer is specified at Clause No. 2, Section-I (IFB). 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.

In case of exemption of EMD, the scanned copy of documents in support of exemption will have to be uploaded by the bidder during bid submission which will be verified along with bid documents.

For Overseas bidders, EMD/Foreign Remittance may be drawn directly in the name of Central Coalfields Limited **State Bank of India Account No. 10106155123** maintained at **SBI CCL Campus Branch**, having the SWIFT Facility bearing no. **SBININBB387**, and **scanned copy of the documentary**

evidence for such Direct Remittance must be up-loaded while submitting online Bid in the provision of EMD exemption document.

Note:

- 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. is not acceptable.
- c) The Purchaser shall not be liable to pay any interest on the amount of Earnest Money Deposit.

7.2 Exemption from Submission of EMD

The following tenderers/firms are eligible for exemption of EMD:

State/Central Government Organizations/PSUs, valid NSIC registered firms, valid Ancillary Units of Central Coalfields Limited, Micro and Small Enterprises [MSEs] and Startups (**irrespective of the stores for which they are registered**) are exempted from submission of EMD. Such bidders will have to upload the 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 attested by Notary Public
3	Ancillary Units of Central Coalfields Limited	Valid and Complete Ancillary Status Certificate attested by Notary Public
4	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of Registration Certificate issued by District Industries Centre (DIC) OR Khadi and Village Industries Commission (KVIC) OR Khadi and Village Industries Board (KVIB) OR Coir Board OR National Small Industries Corporation (NSIC) OR Directorate of Handicrafts and Handloom OR any other body specified by Ministry of Micro, Small and Medium Enterprises OR having Udyog Aadhaar Memorandum (UAM)/Udyam Registration Certificate issued by Ministry of MSME, OR Entrepreneurs Memorandum (EM-II) signed by DIC.
5	Startups	Public Notary Attested copy of Recognition certificate from Department for Promotion of Industry & Internal Trade [DPIIT].

Note:

1. Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period covers the original date of tender opening.
2. Above referred "Public Procurement Policy for MSEs Order, 2012" is applicable for procurement of goods produced and services rendered by MSEs. **Traders are excluded from the purview of Public Procurement Policy.**
3. In case of MSE bidders who submits Udyog Aadhar Memorandum (UAM) certificate and claiming benefits as per Public Procurement Policy for MSE Order, 2012 are advised to declare their Udyog Aadhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP) failing which

such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.

4. The MSE bidders should also enroll their name in the Coal India e-Procurement Portal as “**Preferential Bidder**” either by modifying their profile or while making “Online Bidder enrolment”. The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy for MSE Order, 2012.

7.3 Refund of EMD

- a) 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.
- b) In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.
- c) 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.
- d) The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit from the bidder.
- e) 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 Mandate Form as per (**Annexure-XXIV**, Sample Forms, Sec-VII).
- f) If the successful/unsuccessful foreign bidder has submitted EMD in foreign currency, refund will be made in foreign currency through e-payment. In case of refund of EMD submitted in foreign currency, all charges towards such refund shall be borne by the purchaser.

7.4 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:
 1. Fails to submit order acceptance within 30 days from the date of order; or
 2. Refuses to accept/execute the contract.
 3. Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

8. Deadline for Submission of Bids

Online bids must be uploaded by the bidders at CIL’s e-Procurement Portal by the last date and time as specified in **Section-I, Invitation For Bids (IFB)**.

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.

9. Auto Extension of Due Date of Bid Submission

One extension of bid submission date by **04 (Four) days** in case of bids received is less than 03 (Three), will be done automatically by the portal. In case no offer is received, tender will be cancelled. The information of cancellation of tender will be uploaded on the e-procurement portal through corrigendum.

10. Late Bids

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

11. Modification and Withdrawal of Bids

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

12. 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.

13. Bid Prices

Prices quoted must be FIRM till delivery and on FOR Destination basis, with the break up as per BOQ/Price Bid. Safe arrival of materials up to destination shall be the responsibility of the supplier.

Prices quoted should be given in figures only (To be indicated in BOQ/Price Bid only).

The prices must be quoted in the following manner:

13.1(a) The bidders are required to quote their lowest prices for Equipment and Supplementary Items (spares and consumables) for 12 months of warranty period from the date of commissioning of the equipment and thereafter Supplementary Items (Consumables Spares and Consumables) for 48 months beyond warranty period of operation of equipment.

(b) However, CCL reserves the right to place supply order without Supplementary Items (Consumables Spares and Consumables) for 48 months beyond warranty period if quoted value is found to be unreasonable.

(c) The bidder has to quote for at least 50% of the total tendered quantity as given in **Schedule of Requirement (SOR) (Section-V)**, otherwise their offer will not be considered. If the 50% quantity comes out to be a fraction, the bidder should quote for the next whole number.

(d) While quoting for PCD and NCD Equipment, the bidder must ensure that it quotes the same unit basic rates for equipment, spares and consumables. If the unit prices are found to vary, the lowest price will be applicable. The basic price will be Ex-works price for equipment and FOR Destination for spares & consumables.

(e) Single contract will be concluded with bidder for both Equipment and Supplementary Items (Spares and Consumables) for 12 months of warranty period from the date of commissioning of the equipment and thereafter Supplementary Items (Consumable Spares and Consumables) for a period of 48 months.

(f) The equipment price shall be inclusive of the total cost towards requirement and services including training as mentioned in the NIT/TPS.

13.2 The Indigenous Manufacturer or its authorised Indian Agent shall quote the prices for Equipment and Supplementary Items (spares and consumables) in INR for delivery on FOR Destination basis. For the purpose of the contract, term "FOR Destination Price" shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance Charges up to destination. The offer should indicate unit

prices, discount, if any, and the total price as per the BOQ and relevant Annexures of Sample Forms, Section-VII.

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

13.3 Indigenous manufacturer shall quote for no. of equipment under Normal Customs Duty (NCD) and Project Concessional Duty (PCD) as detailed in **Section-V “Schedule of Requirement (SOR)”**. They should also indicate the following information, in their offer (in Price Bid/BOQ) 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 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 project registration with customs authority. However in case of direct import, delivery shall not be linked with issue of PCD certificate.

13.4 Prices quoted by all the bidders for Equipment and Supplementary Items (spares and consumables) for 12 months of warranty period from the date of commissioning of the equipment and thereafter Supplementary Items (Consumable Spares and Consumables) for 48 months beyond warranty period of operation of equipment in INR, shall remain FIRM till supply of these items.

13.5 Conditional discounts shall not be considered for comparison purpose. Cash discount or prompt payment discount will also not be considered for comparison purpose. However, the discount offered for CCL normal payment terms (without any condition or deviation) given in this tender will not be considered as conditional discount.

13.6 For taxes/duties (% age) and amount both should be clearly indicated as applicable on the date of offer. The prices quoted should be net of Input Tax Credit of bidder.

13.7 Safe arrival of materials up to destination shall be the responsibility of the supplier. Thus E-Way bill, if any required shall be arranged by Bidder.

14. Consideration of Abnormally Low Bids

An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal.

15. Bid Currency: The prices shall be quoted in the following currencies:

- i) **For Indigenous Manufacturer:** For Goods and Services that the bidder will supply from within the Purchaser's country, the prices shall be quoted in INR.
- ii) **For Foreign Manufacturer:** For Goods and Services that the bidder will supply from outside the Purchaser's country, the prices shall be quoted in only one of the following currencies US Dollar, EURO, GB Pound, Japanese Yen, Australian Dollar, Swedish Krona and Korean Won. The chosen foreign

currency should be the same for the equipment and consumable spares and consumables during 1st year of operation.

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

iii) The Port Charges, Clearing & Forwarding Charges and all other incidental charges, inland transportation charges, inland insurance charges for delivery upto Named Place of Destination and installation and commissioning charges should be quoted in INR only.

E. Bid Opening and Evaluation

1. Opening of Bids & Examination, Verification and Evaluation of Bids

- i. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process, document in support of exemption of EMD (if applicable) and documents as per requirement of Technical Parameter Sheet (TPS-BoQ1)-Cum-Commercial Parameter Sheet (CPS) in excel format for techno-commercial evaluation.
- ii. The Techno-Commercial Bids (Cover-I) will be decrypted online and will be opened on the pre-scheduled date and time of tender opening. 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. The Techno-Commercial Bids (Cover-I) will be decrypted online and will be opened by the “Bid Opener” with their Digital Signature Certificates and upon opening of the tender by the bid openers, system automatically evaluates particulars as contained in TPS and other commercial parameters (combined with TPS).
- iv. Upon opening of the Techno-Commercial Bids (Cover-I), TPS and all other documents uploaded by the eligible bidders get opened. The documents and the TPS of all the bidders shall be downloaded and evaluated by the Tender Inviting Authority.
- v. Any bid which has not been submitted either with the requisite amount of EMD or the valid exemption document will not be considered for further evaluation.
- vi. The Purchaser will examine the Techno-Commercial bids submitted online by the bidders and the required uploaded documents to determine whether they are complete and in conformity with the tender document.
- vii. Purchaser will determine whether Techno-Commercial bid of the bidders is meeting to the requirements of the tender document 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 tender document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.
- viii. After techno-commercial evaluation of bids, Price Bid of the techno-commercially acceptable bidders will be opened. Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction Platform named “Auction BOQ” will be created. Reverse Auction process will follow as mentioned in **Clause 3, Part-E, ITB**.

2. Shortfall Documents/Confirmatory Documents

After evaluation, Shortfall Documents/Confirmatory Documents, if required, shall be sought from the bidders. Request for documents and the response shall be in writing. No modification of the bid and any form of communication with CCL or submission of any additional documents, not specifically asked for by CCL, will be allowed and even submitted they will not be considered by the purchaser.

The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if

the Permanent Account Number, registration with Sales Tax/VAT/GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

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

For this purpose, **maximum 02 (two) chances** will be given. The time period for the first clarification will be considered for **7x24 hours** duration and for the subsequent second clarification, if required, as **5x24 hours** duration.

The above documents will be specified online under the link “Confirmatory Documents”, by evaluator, indicating the start date and end date giving 7 day/5 days (as applicable) time for online submission by bidder. The bidders will get this information on their personalized dashboard under “Upload Confirmatory Documents/Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required 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. The bidders will upload/re-upload the requested documents within the specified period. CCL reserves the right to verify any of the documents uploaded by the bidder at any stage.

The techno-commercial acceptability of all the bidders shall be evaluated and after evaluation, the date of opening of the Price Bid shall be fixed. As soon as the date and time of opening of Price Bids of the techno-commercially acceptable bidders are set in the portal, system will send e-mail& SMS alert to the eligible bidders

3. Conversion to Single Currency

a) To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.

b) The applicable Exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid. The applicable rate will be “Bill Selling Rate” of State Bank of India. Otherwise the reference rate as available from RBI website will be taken.

4. Reverse Auction (Applicable for estimated value of tender above Rs.50 Lakhs):

In case of Tenders involving Reverse Auction, the system will not disclose the name of the L-1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.

Upon opening of the price bids, a reverse auction platform will be created after system calculates L-1 price automatically as per Evaluation criteria of NIT. This L-1 price will be Auction Start Price. The RA will start within 2 hours from actual time of opening of tender and same will be intimated through SMS & e-mail by the e-procurement system. However, bidders will be able to see the auction details in the “MY AUCTION” tab after successful publication of the Reverse Auction Platform. At the time of auction, bidders may participate in Auction through “LIVE AUCTION” tab. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

Reverse Auction Process (RAP) shall be as under:

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform named “Auction BOQ” will be created.
- (b) Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.

- (c) The multi auction template will display only the item-wise L-1 price received, decrement value, starting and end time. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders and CCL.
- (d) The L-1 bid price of each item, calculated as per Evaluation criteria of NIT, will be “Start Bid Price” for respective item of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) Item-wise H-1 bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H-1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H-1 net landed cost/price, the bidder who had submitted/frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, H-1 elimination will not be applicable to the preferential category of bidder like MSEs, Make in India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.

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

- (g) 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...
- (h) 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 the Start Bid price or the last quoted price during reverse auction, whichever is lower.

This shall be worked out as under:

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

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

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

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

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

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

- (i) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by 30 minutes in case of any reduction recorded in the last 30 minutes. The reverse auction will end 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 30 minutes. For rest of the items for which no reduction has been recorded in the last 30 minutes, the Reverse Auction will close.

- (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 price break-up will be sought through confirmatory link and the successful bidder shall upload break-up of price online through confirmatory link, after reverse auction in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any item/component. The price, if any, may be either equal to the price offered in reverse auction or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The break-up of prices should be uploaded in specified time frame. In case the L-1 bidder fails to submit the break-up of landed price within stipulated period, the Purchaser will be at liberty to place order on the basis of the break-up of the e-price bid (BOQ template) submitted by the bidder along with the initial offer, proportionately reduced and the same will be binding on the bidder.
- (m) The L-1 bidder after reverse auction will be responsible to ensure that the net landed rate as per the breakup of prices provided by him after the reverse auction and the LI net landed rate offered by him in the reverse auction is the same or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The bidder will also have to consider same rate of taxes and duties as quoted while submitting the e-price bid.
- (n) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the initial price bid shall be considered as the valid price of that bidder. The status of the bidder (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.
- (o) 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.
- (p) The Auction bid history shall reflect only the bid price.
- (q) Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- (r) **Purchase Preference:** In case NIT provides for purchase preference as per Govt. of India policy, as may be notified from time to time to any category of bidders, and if any of the bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage and they are otherwise eligible
- (s) **Conversion Rate:** The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The applicable rate will be “Bill Selling Rate” of State Bank of India. Otherwise the reference rate as available from RBI website will be taken
- (t) 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.
- (u) 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.

- (v) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by the Purchaser will form a binding contract between the Purchaser and the bidder for entering into a contract.
- (w) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- (x) If the lowest price received during reverse auction is found unreasonable or it is unacceptable by Tender Inviting Authority (TIA), the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- (y) 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.
- (z) 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.

5. 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, Installation and Commissioning Charges and applicable rate of GST on Installation 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.

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 48 months:

- 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.
- b) The bidder shall quote the FOR destination prices of all spares and consumables year-wise for a period of 5 years/60 months required from 1st to 5th year of operation from the date of commissioning for an equipment.
- c) Total Landed 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 and consumables (unit prices

multiplied with the quantity of items) separately for 1st, 2nd, 3rd, 4th & 5th year of operation. The total amount of GST for each year of operation shall be mentioned in the BOQ.

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 Price for all Spares & Consumables for 2nd year of operation from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on GST] **plus (+)** [Net Landed Price for all Spares & Consumables from 3rd year of operation from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on GST] **plus (+)** [Net Landed Price for all Spares & Consumables from 4th year of operation from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on GST] **plus (+)** [Net Landed Price for all Spares & Consumables for 5th year of operation from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on GST]. Further, Net Present Value of Net Landed Price for all spares & consumables for each year will be worked out for evaluation purpose as per NPV rates indicated in the BOQ.

C) Evaluation of Import offer for Equipment in Foreign Currency

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

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

1) The FOB Price of the equipment, Marine freight and Marine insurance charges will be added together to work out at CIF Price of the equipment.

2) Basic Customs Duty (BCD) on assessable value (which will be CIF value), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), will then be added on the CIF price. The GST on Marine freight and GST on Indian Agency Commission shall be auto-calculated and will be added to total price with customs duty to arrive at total foreign currency component. 100% Input Tax Credit shall be considered on GST and IGST. Therefore, the total component of GST and IGST shall be deducted from the total foreign currency component to arrive at "Net foreign currency" component which will be carried over to the front sheet after multiplying by unit quantity of equipment under head "Total Value of all Prices quoted in Other Currency for Equipment, Spares & Consumables" in BoQ1 sheet.

3) The Port charges, clearing & forwarding charges and other incidental charges, Inland Transportation charges & Inland Insurance charges for delivery upto Named Place of Destination, Installation and Commissioning charges and all indigenously sourced items required for fitment in the equipment during its commissioning shall be quoted by the bidder in INR along with applicable GST rate in the appropriate columns. All these components shall be added together to arrive at total INR component. 100% Input Tax Credit shall be considered on GST. Hence, the GST component shall be deducted from the total INR component to arrive at "Net INR component" which will be carried over to the front sheet under head "Total Value of all Prices quoted in INR for Equipment, Spares & Consumables" in BoQ1 sheet.

4) The Net Foreign currency component so arrived at shall be converted to INR at the exchange rate prevailing on the date of opening of Price Bid which will then be added to the INR component to arrive at Net Landed Price of the equipment.

D) Evaluation of offer for Supply of Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in Foreign Currency/INR and thereafter Spares & Consumables for a period of 48 months, in Foreign Currency/INR .

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

Consumables (unit prices multiplied by the quantity of items) required for each equipment in the 'Other_Currency Sheet' of the BoQ template.

These will be added to arrive at the CIF Price which is also Assessable Value.

- ii. In case of import offer for all Consumable Spares and Consumables, the bidder shall also quote Total Port charges, Clearing & Forwarding charges and other incidental charges, Inland Transportation charges & Inland Insurance charges for delivery upto Named Place of Destination charges in INR.
- iii. In case of import offer for all Consumable Spares and Consumables, Basic Customs Duty (BCD) on assessable value (which will be CIF value), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), will then be added on the CIF price. The GST on Marine freight and GST on Indian Agency Commission shall be auto-calculated based on the rate quoted by the bidder and will be added to total price with customs duty to arrive at total foreign currency component. 100% Input Tax Credit shall be considered on GST and IGST. Therefore, the total component of GST and IGST shall be deducted from the total foreign currency component to arrive at "Net foreign currency" component of all spares & consumables.
- iv. In case of import offer for all Consumable Spares and Consumables, the "Net foreign currency" component will be carried over to the front sheet under head "Total (Other Currency)" in BoQ1 sheet.
- v. In case of import offer for all Consumable Spares and Consumables, the Port charges, Clearing & Forwarding charges and Other incidental charges, Inland Transportation charges & Inland Insurance charges for delivery upto Final Place of Destination in INR along with applicable GST shall be added together to arrive at total INR component. 100% Input Tax Credit shall be considered on GST. Hence the GST component shall be deducted from the total INR component to arrive at "Net INR component".
- vi. In case of import offer for all Consumable Spares and Consumables, the "Net INR component" for Consumable Spares and Consumables will be carried over to the front sheet under head "Total Value of all Prices quoted in INR for Equipment, Spares & Consumables" in BoQ1 sheet.
- vii. The "Net INR" component for Spares & Consumables will be carried over to the front sheet under head "Total Value of all Prices quoted in INR for Equipment, Spares & Consumables" in BoQ1 sheet after multiplying by the discounting factors to arrive at Net Present value of these spares & consumables for evaluation purpose.
- viii. The Net Foreign currency component so arrived as above shall be converted to INR at the exchange rate prevailing on the date of opening of Price Bid which will then added to the INR component arrived as above to arrive at Net Landed Price for all Consumable Spares and Consumables.
- ix. In case foreign manufacturer quotes Supplementary items of the equipment, in Indian Rupees, evaluation will be made as per clause-5(B).

E) Evaluation of Composite Offer of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for a period of 48 months.

- 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 48 months.
- b) Evaluation will also take into account Net Present Value (NPV) of Spares & Consumables for a period 48 months, 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 4 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 for 2nd year of operation from the date of commissioning of the equipment **plus** (+) NPV of Net Landed Price for all Spares & Consumables for 3rd year of operation **plus** (+) NPV of Net Landed Price for all Spares & Consumables for 4th year of operation **plus** (+) NPV of Net Landed Price for all Spares & Consumables for 5th year of operation.

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 CCL 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 CCL gets 100% Input Tax Credit for GST; otherwise increase in GST is 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 CCL.

3. It shall be responsibility of the bidder to indicate the correct/exact rate of Customs Duty applicable to their goods taking into account all the relevant Customs Acts/rules/regulations/guidelines along with explanation notes to the notifications etc. If it becomes necessary for CCL to pay higher rate of Customs Tariff due to wrong quoting of customs rate by the bidder, the same shall be deducted from supplier's bill. However, if the higher rate is due to any statutory change, the same shall be borne by CCL.

4. 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 CCL 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 CCL shall be deducted from the supplier's bill. However, if higher rate is due to any statutory change, the same shall be borne by CCL.

5. Please refer BOQ Sheet for further details.

6. Computational Errors

Computational errors will be rectified on the following basis:

1. In case of any discrepancy in the total price of all spares & consumables quoted in INR Sheet/Other_Currency Sheet in BOQ and summation of individual items quoted in Supp_Items_INR/Supp_Items_Other_Currency, the prices in INR Sheet/Other_Currency Sheet in BOQ and Supp_Items_INR/Supp_Items_Other_Currency (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 Bid Security Declaration submitted by the bidder in the LoB in lieu of EMD shall be invoked.

7. All the details of Techno-Commercial Bid and Price Bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

8. **Contacting the Purchaser**

Subject to clarification w.r.t. Shortfall/Confirmatory Documents, 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.

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.

F. Placement of Order

1. **Placement of Order:** After the procurement is finalized, scanned copy of the Purchase Order will be uploaded on the CIL e-procurement portal and the original copy will be sent to the bidder/s through registered/speed post. Any amendments to the Purchase Order shall also be uploaded in the Portal.

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

On receipt of Purchase Order, the successful tenderer shall submit his acceptance of Purchase Order within 15 days from the date of order.

2. Subsequently, successful bidder shall submit Security Deposit and PBG, as applicable as per terms of Purchase Order.

3. **Pre-Contract Integrity Pact (Applicable for tender value of Rs.2.00 crores and above)**

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

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

Sl. No.	Name of IEM	Address	E-Mail ID
1	Shri Sadhu Ram Bansal, Ex-CMD, Corporation Bank	1052, Sanskriti Apts., Plot No. 35, Sec-10, Dwarka, New Delhi - 110075	sr.bansal123@gmail.com
2	Shri Goddilla Viswanatha Reddy, IFoS (Retd.)	Flat No. 201, Viswaprakiti Haveli, Bytrayanapura, Amritha halli, Main Road, Bengaluru, Kamataka - 560092	gvreddy.rajforests@gmail.com

In case of any grievance, bidders may approach Independent External Monitor(s) (IEMs). The e-mail or the envelope should carry the subject line "Complaint to the IEM regarding Tender".

Failure to confirm the above may render the offer liable for rejection without any further correspondence.

4. Purchase Preference under Public Procurement (Preference to ‘Make in India’) Order, 2017

Under ‘Make in India’ Policy of Government of India, Purchase Preference will be given to eligible bidders as per “Public Procurement (Preference to Make in India) Order, 2017” issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020) of Public Procurement Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI (**Annexure-XVII**, Sample Forms, Sec-VII). In case of any further guidelines prior to 15 days from the tender publishing date, the same will also become applicable. Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order.

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:

1. 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 10(d) of PPP-MII Order 2017 may be invoked.
2. 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.

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

- 5.1 As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified notarized copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.
- 5.2 25% of the tendered quantity shall be reserved for procurement from participating Micro and Small Industries subject to their quoting price within the band of L-1+15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and Small Enterprises. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (tendered quantity). In case of non-divisible tenders, an MSE quoting in the price band of L-1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L-1 by the MSE concerned.
- 5.3 Out of 25% of this quantity, 4% shall be procured from Micro and Small Enterprises owned by SC/ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirement and L-1 price this 4% requirement earmarked for Micro and Small Enterprises owned by SC/ST shall be met from other Micro and Small Enterprises. MSEs would be treated as owned by SC/ST entrepreneurs if:
 - (i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - (ii) In case of partnership MSE, the SC/ST partner(s) 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 be held by SC/ST promoters.

“SC” & “ST” Entrepreneurs have to submit necessary caste certificate issued by State Authorities, duly notarized by Public Notary.

- 5.4 Special provision for Micro and Small Enterprise owned by women. Out of the total procurement from Micro and Small Enterprises, 3% from within 25% target shall be earmarked for procurement from Micro and Small Enterprise owned by women.
- 5.5 The firm has to submit a notarized copy of Entrepreneurs Memorandum certificate i.e. EM-Part-2 issued by District Industries Centre or Registration certificate issued by District Industries Centers (DICs) **OR** Khadi and Village Industries Commission (KVIC) **OR** Khadi and Village Industries Board (KVIB) **OR** Coir Board **OR** National Small Industries Corporation (NSIC) **OR** Directorate of Handicrafts and Handloom **OR** firms having Udyog Aadhar Memorandum (UAM)/Udyam Registration Certificate **OR** any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) to claim their status as “MICRO” & “SMALL” Enterprise.
- 5.6 Where any Aggregator (One who sells the products coming directly from the manufacturers. MSME appoints aggregators for the specific items), appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- 5.7 This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

NOTE: MSE firms are required to declare their UAM/Udyam No., failing which such bidders will not be able to avail the benefits as per Public Procurement Policy for MSEs Order, 2012.

6. Purchase Preference to Ancillary Units of Central Coalfields Limited

- 6.1 The Ancillary units should indicate their assessed capacity along with the total pending order available with them on the date of tender opening. The difference between the two will be taken as their available balance capacity for the tender and distribution of order quantity will be decided based on the same.
- 6.2 Ancillary Status granted to a firm shall be valid for a period of three years during which the performance of the firm shall be monitored and in case of consistent unsatisfactory performance of the firm or change in the status of the firm from MSE to Medium or Large Enterprise, the ancillary status granted to the firm shall be withdrawn. Renewal of ancillary status for another three years shall be considered only after receipt of request made by the firm.
- 6.3 In tender, the participating ancillary units within the price band of L-1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 25% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).
- 6.4 If in a tender, L-1 price is quoted by an ancillary unit, then the ancillary who quoted L-1 price will get the opportunity for full supply. However, if there are MSEs within L-1+15% price band, then 25% tender quantity shall be awarded to them subject to their matching L-1 price.
- 6.5 If L-1 price is quoted by an MSE, then the MSE who quotes L-1 price will get the opportunity for full supply. However, if there are ancillary units within L-1+15% price band, then 25% quantity shall be distributed among them at L-1 price.

7. Cartel Formation/Pool Rates

Pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system.

Such and similar tactics to avoid/control true competition in a tender leading to “Appreciable Adverse Effect on Competition” (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.

In case of cartelization or apparent cartel formation, CCL reserves the right to:

- (i) Ban or suspend business with the suspect bidders and cancel their bids without assigning any reason thereof and
- (ii) Place order on one or more firms with exclusion of the rest without assigning any reason thereof.

The matter of cartelization or collusive bidding based on any material or circumstantial evidences or otherwise would be decided by the IEM(s) nominated for this tender.

8. 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 authorise 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 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)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) "GCC" means the Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organization purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Central 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" means the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.

- x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
- z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
- aa) "Particulars" shall mean the following:
 - i. Specifications;
 - ii. Drawing;
 - iii. Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v. Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi. Proprietary make denoting the product of an individual manufacturer;
 - vii. Any other details governing the construction manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

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 3% 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 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 3% 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 the extended security deposit submission 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/CCL.

- 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 up to 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 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 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 In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

7.10 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 inspectors). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspectors) and/or to engage any other third-party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, at least 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 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 words 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 Requirement (SOR). 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 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 installation and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.
- 11.2 Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/FOB/CFR basis, marine/air insurance shall be the responsibility of the purchaser.
- 11.3 In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.
- 11.4 Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

- 11.5 Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR-destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance”.

12. Transportation

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

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/tendered item. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of material 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 Please refer SCC for Specific payment terms.

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 installation 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 rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).
- D. In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept., of the subsidiary company, where the equipment has been deployed.

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

15. Changes in Order

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

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

16. Contract Amendments

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 Requirement (SOR).
- 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 a by amendment to the Contract/ Purchase Order.
- 19.3 Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages

- 20.1 In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:
 - a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
 - b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
 - c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/stores at the risk and cost of the defaulting supplier and also,
 - d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
 - e) To forfeit the security deposit fully or in part.
 - f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in 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 considered for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

21. Termination for Default and breach of contract

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

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

21.2 Code of Integrity for Public Procurement (CIPP):

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

The following practices would amount to violation of CIPP:

- i.) "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii.) "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;
- iii.) "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;
- iv.) "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v.) "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi.) "Obstructive practice" means materially impede the Procuring Entity's investigation into 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.

21.3 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 n or 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."

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 those 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 willful misconduct)

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

27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment 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 contracts) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM)/FTS – 1835 dated 22.05.2018."

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. Settlement of Disputes through Court of Law of Competent Jurisdiction

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 the tender or supply order has been issued.

32.2 The Courts of the place from where the acceptance of the 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. For the purpose of all notices, the following shall be the address of the Purchaser:

General Manager (MM)/HOD,
Central Coalfields Limited (HQ), Darbhanga House,
MM Department, 1st Floor, Swarnarekha Building,
Dist.: Ranchi, Jharkhand - 834001, India
Fax: 0651-2360198
Phone: 0651-2361716
E-mail: gmmm.ccl@coalindia.in

33.2 A notice shall be effective when delivered on 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.

1. Security Deposit

- 1.1 The successful tenderer shall have to deposit Security Money for an amount of Three percent (3%) of the total landed value of the contract including all taxes, duties and other costs and charges in the form of Bank Draft drawn in favour of **Central Coalfields Limited payable at SBI, SME Branch, Doranda, Ranchi, Jharkhand**, or in the form of Bank Guarantee of any Scheduled Bank/Nationalised Bank in the prescribed format of CCL enclosed as **Annexure-XIV**, Sample Forms, Sec-VII within 15 days from date of placement of order.

For Overseas bidders, Security Deposit/Foreign Remittance may be drawn directly in the name of Central Coalfields Limited **State Bank of India Account No. 10106155123** maintained at **SBI CCL Campus Branch**, having the SWIFT Facility bearing no. **SBININBB387**, and **scanned copy of the documentary evidence for such Direct Remittance**.

- 1.2 In case of FOR destination contract in Indian Rupees, the total landed value of the contract will be arrived at after adding GST and any other tax and duty, if applicable and any other cost and charge, if applicable, to the FOR Destination price of the ordered Equipment, Consumable Spares & Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 48 months.
- 1.3 In case of CIP contract in foreign currency, the total landed value of the contract will be arrived at after adding Customs Duty, GST and any other tax and duty, where ever applicable and any other cost and charge, if applicable, to CIP price of the ordered equipment, 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 48 months.
- 1.4 The Security Deposit shall be in the same currency(ies) in which contract is to be signed. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 1.5 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee.
- 1.6 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 of NIT.
- 1.7 Bidders submitting BG towards Security Deposit cum PBG shall submit the same in Performance BG format (**Annexure-XV**, Sample Forms, Sec-VII), clearly indicating SD cum PBG, in such case the amount of PBG should not be less than 10% of the landed value of order. Validity period of the BG shall cover the period of Security Deposit as well as period of Performance Bank Guarantee.
- 1.8 The Bank Guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of **Central Coalfields Limited** shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & other details	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No	10106155123
	Customer-ID of Beneficiary	80288731402
	Department	MM Dept.
Beneficiary Bank Branch Address	State Bank of India SME Branch, Doranda, Ranchi- 834002	
IFSC Code	SBIN0009620	

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

- 1.9 Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or 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.
- 1.10 All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.
- 1.11 OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for their equipment against Single Tender Enquiry/Open/Limited Tenders.
- 1.12 Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

Note: GCC Clause No. 6.6 & 6.7 shall be applicable in case of failure to submit security deposit within stipulated period/extended period.

2. Grace Period

- 2.1 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 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.
- 2.2 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 inspection of stores (in case of pre-dispatch inspections) which should be made within the original delivery period.
- 2.3 If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser may accept the stores even though the inspection was completed after the delivery date.
- 2.4 The grace period will only apply to the original contract delivery period and will not be applicable once an extension of delivery has been granted.
- 2.5 In case of phased delivery, the grace period will be applicable to each phase separately, within the original Contract Delivery Period/Re-fixed Delivery Period.

3. Remedies to Purchaser for delay in Supply/Non-Supply for which Supplier is responsible:

The purchaser has the following options depending upon the circumstances of the case:

- a) To extend the delivery period with imposition of liquidated damages, right of reservation and Denial Clause. In denial clause, any upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in PVC and exchange rate variation clause. Regarding increase in statutory taxes and duties during the extended period, the same may be admissible provided the buyer gets 100% input credit for those taxes and duties; otherwise increase in statutory taxes and duties are not to be paid to the seller. However, decrease in statutory taxes and duties is to be availed by the buyer.
- b) To forfeit the security deposit in full or in part depending on the merit of the case.
- c) To cancel the contract.
- d) To impose other available sanctions/penalties as per contractual provisions.

4. Liquidated Damages:

In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and /or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, CCL should have the right:

- i. To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5% (Half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent) of the total contract value.
- ii. or to purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or,
- iii. To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,
- iv. 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.
- v. To forfeit the security deposit fully or partly.
- vi. Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, CCL 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 contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- vii. CGST, SGST or IGST, as applicable, will be levied extra on LD charges as per the provision of GST Act and Rule thereon.
- viii. Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises

5. Payment (GCC Clause 14):

Central Coalfields Limited (CCL) has onboarded the TReDS platform through Receivables Exchange of India Limited (RXIL). TReDS is an online discounting platform primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. The main objective of the TReDS platform is to help MSME vendor get trade receivables financed based on the credit profile of Buyer and immediate payment once the trade receivables are financed. MSME vendors of CCL are requested to register themselves on RXIL TReDS platform to avail the above benefits.

Contact details of RXIL Website: <http://www.rxil.in>

Portal- www.treds.in

Contact Person Details:

a) Mr. Mainak Mandal; Mobile Number- 9475622182; E-mail: mainak.mandal@rxil.in

b) Mr. Ninad Bhoir; Mobile Number- 7755923005; E-mail: rxil_nbhoir@rxil.in

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

5.2 Payment shall be made in the currency or currencies specified in the contract in the following manner (Payment in foreign currency shall be made only to the foreign bidder/manufacture and all payment in INR shall be made to the Indian entity):

5.2.1 For Payment of equipment in Indian Rupees:

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

Performance Bank Guarantee having validity till 3 months after the completion of 5 years from the date of commissioning of all the equipment covered in the contract; or

Copy of validity extension of SDBG, in case SDBG is converted into PBG at the option of the supplier, till 3 months after the completion of 5 years from the date of commissioning of all the equipment covered in the contract.

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

(b) Balance 20% payment including 100% Installation and Commissioning charges shall be made within 21 days after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of CCL.

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

5.2.2 For Payment of Supplementary Items (Consumable Spares and Consumables) for first 12 months of warranty period in Indian Rupees:

100% value of the Supplementary Items (Consumable Spares and Consumables) and 100% taxes and duties and other charges shall be made within 21 days of receipt and acceptance of materials at consignee's end.

5.2.3 For Payment of Supplementary Items (Consumable Spares and Consumables) for 48 months after the warranty period of 12 months in Indian Rupees:

100% value of the Supplementary Items (Consumable 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.

5.2.4 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:

For 80% payment:

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.
- e. Lowest Price Certificate as per SCC Clause 7.1.
- f. Price Fall Certificate as per SCC Clause 7.2.
- g. Copy of Performance Bank Guarantee as per Clause 14, SCC, Sec-IV **OR** Copy of extended SDBG as per Clause 1.6, SCC, Sec-IV **OR** Supplier specific request letter for deduction of equivalent amount from their bills (in case of non-submission of PBG).
- h. Documentary evidence for freight charges and transit insurance charges up to the destination.
- i. Copy of Certificate of Insurance.
- j. Any other document(s) required as per contract.

For 20% payment:

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 CCL.

5.2.5 Submission of Documents for Payment in Indian Rupees for Supplementary Items (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.
- d. Lowest Price Certificate as per SCC Clause 7.1.
- e. Price Fall Certificate as per SCC Clause 7.2.
- f. Any other document(s) required as per contract.

5.3.1 For Payment of equipment in foreign Currency

i) An unconfirmed, irrevocable letter of credit will be established for net CIF value after deducting Indian Agency Commission, if any from the CIF value.

ii) 80% payment of the net CIF value will be made through unconfirmed, irrevocable letter of credit against submission of:

- A. shipping documents;
- B. Copy of Performance Bank Guarantee as per Clause 14, SCC, Sec-IV **OR** Copy of extended SDBG as per Clause 1.6, SCC, Sec-IV **OR** Supplier specific request letter for deduction of equivalent amount from their bills (in case of non-submission of PBG).
- C. Copy of Receipted Challan/Consignment Note of all the consignments.

iii) Balance 20% of the net CIF value will also be paid through same unconfirmed irrevocable, letter of credit against submission of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of CCL, where the equipment has been deployed.

iv) The Marine freight and Marine Insurance charges shall be paid at actuals subject to ceiling of the quoted amounts.

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

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

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

L/C shall allow partial shipment and trans-shipment.

INR Component of Equipment

80% payment of the INR component of CIP value of the equipment but excluding installation and commissioning charges and 100% taxes and duties shall be made within 21 days after receipt and acceptance of equipment at site at the consignee's end and submission of either (a) Performance Bank Guarantee having validity till 3 months after the completion of 05 years from the date of commissioning of all the equipment covered in the contract; or (b) Copy of validity extension of SDBG, in case SDBG is converted into PBG at the option of the supplier, till 3 months after the completion of 05 years from the date of commissioning of all the equipment covered in the contract. In case of non-submission of PBG or converted SDBG, payment may be made after deducting equivalent amount as PBG on specific request of the Supplier.

Balance 20% of the INR component of CIP value including 100% installation and commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of CCL.

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

5.3.2 For Payment of Supplementary Items (Consumable Spares and Consumables) for first 12 months of warranty period in foreign Currency:

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

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

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

5.3.3 Submission of Documents for Payment in foreign Currency for equipment

For 80% Payment:

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

- a. Two (2) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. Importer Exporter Code (IEC) of concerned subsidiary Co. should be mentioned in Bill of Lading.
- c. Two (2) copies of packing list identifying contents of each package.
- d. Equipment Manufacturer's Warranty /Guarantee Certificate.
- e. Manufacturer's Test & Inspection Certificate.
- f. Lowest Price Certificate as per SCC Clause 7.1.
- g. Price Fall Certificate as per SCC Clause 7.2.
- h. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- i. Copy of Performance Bank Guarantee as per Clause 14, SCC, Sec-IV **OR** Copy of the extended SDBG as per Clause 1.6, SCC, Sec-IV **OR** Supplier specific request letter for deduction of equivalent amount from their bills (in case of non-submission of PBG).

- j. A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. ----- (Indian Agent).
- k. Copy of Goods Consignment Note supported by Challans of all the consignments, duly receipted by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered.
- l. Copy of Certificate of Insurance.
- m. Documentary evidence for Marine freight and marine Insurance.
- n. Any other document(s) required as per contract.

For 20% Payment:

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 CCL.

5.3.5 Submission of Documents for Payment in foreign Currency for Supplementary Items (Consumable Spares and Consumables) during warranty period

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

- a. Two (2) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- b. Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. IEC of concerned subsidiary Co. should be mentioned in Bill of Lading.
- c. Two (2) copies of packing list identifying contents of each package.
- d. Equipment Manufacturer's/Supplier's Warranty/Guarantee Certificate as per GCC Clause-13.2.
- e. Lowest Price Certificate as per SCC Clause 7.1.
- f. Price Fall Certificate as per SCC Clause 7.2.
- g. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- h. A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. ----- (Indian Agent).
- i. Copy of Receipted Challan/Consignment Note of all the consignments.
- j. Copy of Certificate of Insurance.
- k. Documentary evidence for Marine freight and Insurance.
- l. Any other document(s) required as per contract.

5.4 In case of award of Contract against Clause 2.E.8.II, ITB, Sec-II, involving payment in foreign currency, 2 (two) separate LCs will be opened. The 1st LC will be opened to cover the supply of the 1st Lot after issuance of the Contract and the 2nd LC will be opened for supply of the balance equipment after issuance of clearance certificate from CCL. Additional documents for submission of additional 100% PBG for the 1st lot equipment and consumable spares and consumables for the warranty period and confirmation of its acceptance shall also be taken while opening the first LC.

5.5 Payment for Indian Agency Commission (GCC Clause-14.2)

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

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

- (A) Copy of foreign principal's invoice.
- (B) Copy of bill of lading.

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

(D) Self-attested copy of commissioning certificate of the equipment signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of CCL, where the equipment has been deployed.

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

Indian Agency Commission, if any, for consumable spares and consumables for 1st year of operation from the date of commissioning of the equipment shall be paid in equivalent Indian Rupees on receipt and acceptance of the same at consignee's end. Paying Authority shall obtain confirmation of receipt and acceptance of the same from the consignee before release of Indian Agency Commission. The payment shall be made within twenty-one days of submission of bills along with following documents:

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

(C) Certificate from State Bank of India regarding Bill Selling exchange rate ruling on the date of bill of lading (in case of bank holiday on Date of bill of lading, Bill selling exchange rate on next working day shall be considered) or self-attested downloaded sheet of SBI portal containing Bill Selling exchange rate ruling of the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

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

6. Paying Authority

The General Manager (Finance-HQ), CCL, Ranchi

7. Prices

7.1 Lowest Price Certificate

The Tenderer should submit a certificate and upload the same in "CERTIFICATES" along with the offer confirming the prices quoted in the Tender are the lowest and not higher than as applicable to other Govt. Deptts./Undertakings including other Subsidiaries of CIL/Private Organisations. (**Annexure-VI**, Sample Forms, Sec-VII)

The Supplier must submit a price certificate in all their invoices in the following format for all items:

"It is certified that the prices, indicated in this invoice is not higher than the amount billed to other Govt. organizations/PSUs/Private Organizations during the contract period."

7.2 Price Fall Clause (**Not applicable for purchase value upto Rs. 2.00 lakh**)

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. (**Annexure-VI**, Sample Forms, Sec-VII)

- (i.) The currency of contract will mean the period till completion of supply.
- (ii.) The bidder will have to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization/Ministry/Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- (iii.) It shall be responsibility of the supplier to inform the purchaser of offer to supply/supply of the similar/ordered 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.
- (iv.) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/supplied the similar/ordered 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.”

8. Banned or De-listed or Debarred or ‘Put on Holiday’ suppliers

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

9. Distribution of Order

- 9.1 In case the L-1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L-1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (landed) shall be counter offered to L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 and L-4 vendor and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.
- 9.2 Purchase Preference/Distribution of Qty. to MSEs/Startup/Make in India/Ancillary Units of CCL etc. shall be dealt as per relevant clauses of NIT.

10. Risk Purchase

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/contract, Central Coalfields Limited shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/Security Deposit/Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies/CIL. GST will be charged/levied on Risk Purchase as per the provision of GST Act Rule thereon.

Risk purchase action may be initiated under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser’s request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.

- c) When the supplier breaches any of the terms and conditions of the supply order/contract and as a result fails to execute the order satisfactorily.

11. Taxes and Duties

While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax Act 2017:

- (a) The tax invoice raised by the supplier against the services rendered on or after the appointed day must comply of relevant GST Acts, rules & notifications made there-under and should bear the GSTIN **20AAACC7476RHZT** of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.
- (b) The CGST & SGST, or IGST and GST (Compensation to state tax), as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL could be able to avail Input tax credit of such CGST & GST or IGST and GST (compensation to state cess) reflected in the invoice.
- (c) If CCL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice including Interest and penalties, if any, as per GST Act, shall be recovered from the current bills or any other dues of the supplier.
- (d) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there-under.
- (e) Where any differential amount is payable to the service provider on account of revision in price or escalation etc or any other reason in relation to service provided before the appointed date, the Tax Invoice or debit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- (f) Similarly, where any differential amount is recoverable from the service provider on account of downward revision in price or due to any other reason in relation to service provided before the appointed date, the credit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- (g) In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- (h) Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.
- (i) E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the E-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the E-way bill is required to be issued by recipient of goods.
- (j) In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues. Further Earnest Money/Performance Security forfeited will be inclusive of GST.
- (k) TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of services on or after the appointed day.

- (l) In reference to relevant tax clause of bid document regarding payment/recovery on account of any new/increase/decrease in tax, the provisions under GST [CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government] shall become applicable in the contract.
- (m) The bidder shall submit an undertaking that any extra benefit of ITC in future shall also be passed on to CCL.
- (n) In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.
- (o) In case of failure of the supplier to comply GST provisions for availing ITC (by CCL), the supplier has to pay the amount of ITC to CCL or CCL will have the right to recover the same from any of the payments due to the supplier.
- (p) **Applicability of GST on Liquidated Damages, EMD and/or Security Deposit forfeiture:** GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.

12. INPUT TAX CREDIT: CCL is entitled to avail Input Tax Credit (ITC) on account of GST, SGST, IGST, GST CESS for indigenous products, IGST for imported products. Hence, set off allowed against CGST, SGST, IGST as per relevant tax act shall be considered for determining tender status for which bidders shall agree to submit following documents, at the time of supply, along with their bills for enabling CCL to input tax credit.

1) Invoice issued by the supplier should contain following elements as per Section 31 of CGST Act, 2017 along with Rule 46 and 47 of CGST Rule, 2017;

- Name, address and GSTIN of the supplier;
- A consecutive serial number (not exceeding sixteen characters) containing only alphabets and/or numerals, unique for a financial year; (should not be hand-written)
- Date of its issue;
- Name, address and GSTIN/Unique ID Number, if registered, of the recipient;
- Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more;
- HSN code of goods or Accounting Code of services;
- Description of goods or services;
- Quantity in case of goods and unit or Unique Quantity Code thereof;
- Total value of goods or services;
- Taxable value of goods or services considering discount or abatement, if any;
- Rate of tax (CGST, SGST or IGST);
- Amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST);
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- Place of delivery where the same is different from the place of supply;
- Whether the tax is payable on reverse charge;
- the word "Revised Invoice" or "Supplementary Invoice", as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and
- Signature or digital signature of the supplier or his authorized representative

- 2) Vendors/service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.
- 3) GST Registration Number of CCL is **20AAACC7476RHZT**. In case Supply Contract is concluded on you, your bills should bear this number to enable CCL to claim INPUT TAX CREDIT.
- 4) Supplier will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/applicable GST returns has been/will be uploaded in GST Portal within due time as prescribe in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereon.
- 5) Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/regulation**, with all required supporting document(s) within a period specified in Contract to enable CCL to avail input credit of **GST (CGST & SGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details. If input tax credit is not available to CCL for any reason not attributable to CCL, then CCL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/setoff/recover such **GST (CGST & SGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by CCL to the Supplier. Further in this case, CCL reserve the right to upload name and detail of such defaulter on CCL website and may also consider for giving holiday/debarring from participating tenders.
- 6) Where CCL has the obligation to discharge **GST (CGST & SGST or IGST)** liability under reverse charge mechanism and CCL has paid or is/liable to pay **GST (CGST & SGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CCL or ITC with respect to such payments is not available to CCL for any reason which is not attributable to CCL, then CCL reserve the right to deduct/recover such amounts against any amounts paid or payable by CCL to Supplier.
- 7) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of CCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.
- 8) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. Form 27D.

~~13. Purchase under Option Clause against Existing Contract~~

- ~~13.1 CCL reserves the right to increase or decrease the ordered quantity by $\pm 25\%$. The increase in quantity shall be at the same rate, terms and conditions. If different rates for specific items of stores or slab rates are quoted, the supplier shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by them.~~
- ~~13.2 With the provision of the Option Clause, coverage for additional quantity upto 25% of offered quantity can be made either by:

 - a) ordering full 25% quantity at the time of placement of contract;
 - b) ordering part quantity at the time of placing the contract and the remaining option quantity can be ordered during the currency of the contract;
 - c) Ordering option quantity subsequent to placement of contract but during the currency of contract.~~
- ~~13.3 The Purchaser's right to vary the ordered quantity by (+) 25% can be exercised at any time, till final delivery date of the contract even though the quantity ordered initially has been supplied in full before the last date of Delivery Period. In case delivery date is extended in a contract with (+) 25% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.~~

~~13.4 While exercising the (-) 25% option clause, a reasonable notice shall be given to the supplier. The 'reasonable notice' for exercise of (-) 25% option clause consequent to decrease in price subsequent to placement of contract shall be served by giving a reasonable opportunity to the supplier to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 25% quantity, whichever is less. Where the supplier does not unconditionally accept such lower rate, no further consent from the supplier is necessary for exercise of (-) 25% quantity under option clause.~~

14. Performance Bank Guarantee

14.1 The successful tenderer 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 which should be **valid for 60 months period + 3 months.**

14.2 To arrive at the value of the PBG, the order value should be calculated as per the following guidelines:

FOR Indigenous Order:

For arriving at the value of PBG to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties such as Excise Duty, Sales Tax/VAT, or GST, as applicable to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.

14.3 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, worked out as per above provisions, by the number of equipment ordered.

14.4 The Performance Bank Guarantee shall be issued by an RBI scheduled bank in India in the format attached as **Annexure-XV**, Sample Forms, Sec-VII on a non-judicial stamp paper.

14.5 The PBG shall be in the same currency(ies) in which supply order has been issued.

14.6 The PBG(s) shall remain valid till 3 months after the completion of 60 months warranty period from the date of commissioning of the respective equipment covered in the contract.

14.7 The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the particular equipment(s).

OR

In case the Supplier desires to convert SDBG into PBG at its option, extension of validity of SDBG for the requisite period as mentioned at Clause 14.6 above and increase of amount from 3% to 10% of total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit and suitable changes in format, is to be submitted before submission of the invoice for 80% payment of the first equipment of the contract.

OR

In lieu of PBG, a letter be submitted sufficiently in advance (say 3-4 weeks) to the Paying Authority to deduct 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/CIP contract in foreign currency] from the invoice for 80% payment of the particular equipment(s) which may be kept as PBG for that particular equipment(s).

14.8 The release of the Performance Bank Guarantee(s)/converted SDBG after above indicated period, shall be subject to satisfactory performance of the equipment/items during 60 months warranty 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.

The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval.

- 14.9 The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & other details	Name	Central Coalfields Limited
	Area	Head Quarter
	Bank Account No	10106155123
	Customer-ID of Beneficiary	80288731402
	Department	MM Dept.
Beneficiary Bank Branch Address	State Bank of India SME Branch Doranda, Ranchi- 834002	
IFSC Code	SBIN0009620	

15. (a). Erection, Testing and Commissioning

Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirement (SOR) (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. However, the purchaser will assist in providing necessary erection tools & tackles and unskilled manpower for this purpose.

If the supplier fails to commission the equipment within the specified period as mentioned above, Liquidated Damages will be recovered @0.5% of the landed price of the equipment along with accessories per week or part thereof for the delayed period subject to a maximum of 5% of the landed price of equipment along with accessories.

(b). Tools

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

(c). Manuals

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

(d). Training

Training of the Purchaser's personnel as detailed in the Schedule of Requirement (SOR) (Section-V) and the Technical Specifications (Section-VI).

The cost of such Services shall be included in the Contract Price.

16. Inspection and Tests:

- 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. The Technical Specifications including Equipment Acceptance Clause of TPS shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. Sufficient time, at least 30 days in advance should be given for inspection.
- 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.

- iii. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within sixty (60) days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within sixty (60) days period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid 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.
- iv. 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 country of origin.
- v. Nothing in this Clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.
- vi. 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.

17. Composite Guarantee/Warranty

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 accepted date of commissioning. Any defect arising observed on this account will have to be attended immediately and in no case beyond a period of 48 hours.
- 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 different suppliers to the bidder may supply components.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 14 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

18. Incidental Services

The Supplier may be required to provide any or all of the following Services, including additional Services, if any, specified in TPS/NIT:

- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

19. Part Catalogue

In case of placement of order, the supplier will be required to submit an assembly- wise parts catalogue to this office, in addition to other manuals as given in the Technical Specifications.

20. Spare Parts

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

- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts;
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
 - ii. following such termination, furnishing at no cost to the Purchaser, the manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere
- c) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and fast moving spares.

21. Taxes and Duties (GCC Clause 26)

21.1 The following sub-clause is added to Clause 26, GCC:

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

GST shall be applicable on liquidated damages, EMD and/or Security Deposit forfeiture and will be extra and recovered from suppliers/bidders.

22. 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) prevailing on the date of opening of tender shall also be applicable, if not specified otherwise in this Bid document/Contract.

- 23.** Notwithstanding anything said above CCL reserve the right to follow any guideline or instructions received from the government or any statutory body from time to time.

24. DISPUTES ARE SUBJECT TO THE JURISDICTION OF "RANCHI COURT" ONLY.

SECTION – V
SCHEDULE OF REQUIREMENT (SOR)

SCHEDULE OF REQUIREMENT (SOR)

Sl. No.	Specification Parameter	Required Qty.
1.	A.1 Equipment Package The Supplier is required to provide a complete package of Equipment for the supply of Rear Dump Truck of capacity not less than 60T (Sht), Accessories, Spare Parts, Training, Installation, Commissioning and Testing to coal mining projects. A.2 Supplementary Items I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required (with item a & h of special tools) for erection, commissioning and for the maintenance and repair of all the Equipment. II. First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment. However, this will not include fuel. III. a. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with Spares Parts and Consumables adequate, initially, for twelve (12) months operation i.e. for first 5000 working hours with each machine. b. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required `with Spare Parts and Consumables shall be delivered periodically and not less than twice annually, throughout the balance period of forty eight (48) months of the total guaranteed period of sixty (60) months from the date of the Purchaser's Acceptance Certificate. Erection, Commissioning, Testing & Training to coal mining projects & as mentioned in the detailed Technical Specifications.	12 (Twelve) Nos. (Replacement/NCD) (with item a & h of special tools)
2.	A.1 Equipment Package The Supplier is required to provide a complete package of Equipment for the supply of Rear Dump Truck of capacity not less than 60T (Sht), Accessories, Spare Parts, Training, Installation, Commissioning and Testing to coal mining projects. A.2 Supplementary Items I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required (without item a & h of special tools) Equipment for erection, commissioning and for the maintenance and repair of all the. II. First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment. However, this will not include fuel. III. a. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with Spares Parts and Consumables adequate, initially, for twelve (12) months operation i.e. for first 5000 working hours with each machine. b. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required `with Spare Parts and Consumables shall be delivered periodically and not less than twice	37 (Thirty Seven) Nos. (Replacement/NCD) (without item a & h of special tools)

	annually, throughout the balance period of forty eight (48) months of the total guaranteed period of sixty (60) months from the date of the Purchaser's Acceptance Certificate. Erection, Commissioning, Testing & Training to coal mining projects & as mentioned in the detailed Technical Specifications.	
3.	A.1 Equipment Package The Supplier is required to provide a complete package of Equipment for the supply of Rear Dump Truck of capacity not less than 60T (Sht), Accessories, Spare Parts, Training, Installation, Commissioning and Testing to coal mining projects. A.2 Supplementary Items I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required (with item a & h of special tools) for erection, commissioning and for the maintenance and repair of all the Equipment. II. First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment. However, this will not include fuel. III. a. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with Spares Parts and Consumables adequate, initially, for twelve (12) months operation i.e. for first 5000 working hours with each machine. b. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required `with Spare Parts and Consumables shall be delivered periodically and not less than twice annually, throughout the balance period of forty eight (48) months of the total guaranteed period of sixty (60) months from the date of the Purchaser's Acceptance Certificate. Erection, Commissioning, Testing & Training to coal mining projects & as mentioned in the detailed Technical Specifications.	01 (One) No. (PCD) (with item a & h of special tools)
4.	A.1 Equipment Package The Supplier is required to provide a complete package of Equipment for the supply of Rear Dump Truck of capacity not less than 60T (Sht), Accessories, Spare Parts, Training, Installation, Commissioning and Testing to coal mining projects. A.2 Supplementary Items I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required (without item a & h of special tools) for erection, commissioning and for the maintenance and repair of all the Equipment. II. First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment. However, this will not include fuel. III. a. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with Spares Parts and Consumables adequate, initially, for twelve (12) months operation i.e. for first 5000 working hours with each machine. b. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required `with Spare Parts and Consumables shall be delivered periodically and not less than twice	13 (Thirteen) Nos. (PCD) (without item a & h of special tools)

	annually, throughout the balance period of forty eight (48) months of the total guaranteed period of sixty (60) months from the date of the Purchaser's Acceptance Certificate. Erection, Commissioning, Testing & Training to coal mining projects & as mentioned in the detailed Technical Specifications.	
5.	Delivery Period for Equipment & Supplementary Items for 12 months warranty: <u>For Domestic/Indian Bidder:</u> Supply of 10 (ten) nos. of dumpers within six months from the date of issuance of Supply Order and 08 (eight) nos. of dumpers each month thereafter. However, early supply will be appreciated. <u>For Foreign Bidder:</u> Supply of 10 (ten) nos. of dumpers within six months from the date of opening of Letter of Credit (LC) and 08 (eight) nos. of dumpers each month thereafter. However, early supply will be appreciated. In case of order for equipment under PCD on Indigenous manufactures, delivery period will be counted from the date of registration of project with customs authorities, as per clause-13.3, Part-D, Section-II, ITB. Delivery Period for Supplementary Items for balance period of Forty Eight (48) months (beyond the warranty period of the equipment): <u>For Domestic/Indian Bidder:</u> The items shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of Forty Eight (48) months (beyond the warranty period of the equipment). <u>For Foreign Bidder:</u> The items shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of Forty Eight (48) months (beyond the warranty period of the equipment). Delivery Terms: A) In case of Import Order: On CIP (Final Place of Destination) basis. B) In case of Indigenous Order: On FOR Destination basis. Delivery Terms: On FOR Destination Basis.	
6.	Consignee: I. For Replacement/NCD: 49 Nos. (i). With item a & h of special tools: 12 Nos. Area/Project: Argada/Religara (1); B&K/Kargali (1); Dhori/SDOCM (1); Dhori/Tarmi (1); Dhori/AADOCM (1); Hazaribagh/Tapin (1); Hazaribagh/Jharkhand (1); Hazaribagh/Parej (1); Kathara/Govindpur-II (1); Kuju/Pundi (1); Kuju/Karma (1); Rajhara/Tetariakhar (1) (ii). Without item a & h of special tools: 37 Nos. Area/Project: Argada/Religara (1); Dhori/SDOCM (1); Dhori/Tarmi (2); Dhori/AADOCM (1); Hazaribagh/Tapin (17); Hazaribagh/Jharkhand (4); Hazaribagh/Parej (7); Kathara/Govindpur-II (1); Kathara/Jarangdih (2); Kuju/Pundi (1) II. For PCD: 14 Nos. (i). With item a & h of special tools: 1 No. Area/Project: Kathara/Jarangdih (1) (ii). Without item a & h of special tools: 13 Nos. Area/Project: Kathara/Jarangdih (13)	

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.

3. **No material shall be supplied beyond the specific delivery period unless amendment for the extension for delivery period is obtained from the purchaser, i.e. CCL** (Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores). However, early delivery will be preferred. The delivery shall be on FOR destination basis. Safe arrival of materials up to destination shall be the responsibility of the supplier.

The delivery period will be counted from the date of issue of order. Failure to supply the tendered item(s) within the delivery period will attract liquidated damages as per the relevant clause of NIT.

SECTION – VI
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

60 TON REAR DUMPER

Preface - Instructions to Bidders

1. 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 following parts:

a. Scope of Supply

b. General Requirements

- i. Geography and Climatic Conditions
- ii. Goods (Equipment and Machinery)
- iii. Services
- iv. Standards
- v. Bidder's/Supplier's Responsibility
- vi. Spare Parts Provisions
- vii. Availability Provisions
- viii. Deemed Breakdown
- ix. Composite Warranty / Guarantee
- x. Special Condition & Provenness Criteria
- xi. Quality Assurance

c. Equipment Specifications

2. Conformity with Specifications

The Equipment to be provided shall conform to the requirements defined in these parts (Part: A - Scope of Supply, Part: B - General Requirements and Part: C - Equipment Specifications).

3. Technical Response

Bidders shall provide a Clause-by-Clause conformity demonstrating compliance with the Purchaser's Technical Specifications together with full supporting technical literature, & 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 labelled 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.

4. 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 maximum of two.

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

Part A: Scope of Supply

A.1 Equipment Package

The Supplier is required to provide a complete package of equipment for the supply of REAR DUMP Truck of capacity not less than 60 T (Sht) to opencast (surface) coal mining projects as per the Technical Specifications provided in **Part C**.

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 for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 48 months.

The Scope and Phasing of supply for the 60 TON REAR DUMPER is given in 'Schedule of Requirement'.

A.2 Supplementary Item

I. The equipment shall be provided with a comprehensive tool kit which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the Equipment of equipment. The following special tools generally required for repair, maintenance & trouble-shooting / testing of major subassemblies shall be provided in addition to any other special tools required for the offered equipment.

- a. A suitable Electronic Tool i.e. Laptop loaded with Diagnostic tool/compatible software along with all required hardware & accessories for retrieval and analysis of captured critical parameters/data of various systems.
- b. Hydraulic pressure checking gauges of suitable range.
- c. Socket set with torque wrench of reputed make covering all sizes of high torque bolts.
- d. Dial Indicator Gauge with Magnetic base.
- e. Cartridge filter opening tool, if required.
- f. Suspension charging kit complete.
- g. Accumulator charging kit, if required.
- h. A pneumatically/electrically operated grease transfer system to transfer grease from grease drum at ground level to grease container of offered Dumper through remote filling arrangement with all required accessories such as grease pump assembly, hose reel for grease of at least 10 meters length, hose coupler etc.

The item no. a. & h. shall be provided for each project as per the consignee details and comprehensive tool along with other special tools shall be provided with each equipment.

The bidder has to certify that any other tool if required over and above the list of comprehensive tool kit and special tool kit, shall be provided by the bidder at no cost to purchaser during the contract period.

II. First fill of all oils, greases and lubricants needed for test, erection and commissioning of equipment. However, this will not include fuel.

III. a. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with Spares Parts and Consumables adequate, initially, for twelve (12) months operation i.e. for first 5000 working hours with each machine.

b. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables shall be delivered periodically and not less than twice annually, throughout the balance period of forty eight (48) months of the total guaranteed period of sixty (60) months from the date of the Purchaser's Acceptance Certificate.

A.3 Information and Drawings

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

A.3 (a). Suitably illustrated printed/legible Photo copies of (i) Service/ Shop Manual (ii) Operating, Repair and Maintenance Manuals for each type/model of equipment covering all Assemblies & accessories, written in English language, substantially bound in book form;

Three (3) copies to each project site; and

One (1) copy each along with soft copy to the concerned Project In-charge, Area Manager / Staff officer (Excv), General Manager (Excv.)/HOD, CCL HQ and General Manager (MM)/HOD, CCL HQ.

A.3 (b). Suitably illustrated copies of detailed Spares Parts Manuals for each type/model of equipment and accessories, written in English language, substantially bound in book form;

Three (3) copies to each project site; and

One (1) copy each along with soft copy to the Project In-charge, Area Manager/Staff officer (Excv), General Manager (Excv.)/HOD, CCL HQ and General Manager (MM)/HOD, CCL HQ.

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

A.3 (c). **PERT** chart for erection & commissioning indicating erection site requirements and the capacity of Cranes or any other handling equipment to be provided by CCL during the course of erection, commissioning & final testing.

The Supplier shall also submit the data identified in the specifications for major assemblies/items of Equipment proposed. The Supplier shall supply detailed Equipment's drawings illustrating major assemblies' locations, foundation and placement for items such as Prime Mover, Transmission, Final Drive, Centralised Automatic Lubrication System and other installations including layout for Auto Fire Detection & Suppression System. In addition, the Power flow/ Power transmission schematic diagrams, Hydraulic, Electrical & Pneumatic circuit drawings (not the block diagram) as applicable should be given in the offer & manual. All the installation & circuit drawings should preferably be printed legibly on adequate size drawing sheet for easy reference, interpretation & evaluation.

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

The Supplier shall provide the Services of Specialist Technicians (refer Part – B.3) and required manpower (skilled/semi-skilled/unskilled) to undertake the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied. The purchaser will assist in providing necessary facilities like erection tools and tackles (supplied along with the equipment), cranes with operator and electricity during erection and commissioning.

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

A.5 Training:

I. 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:

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 & maintenance, and Repair/ Overhaul.

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.

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

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

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

II. 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.

Part - B. General Requirements

B.1 Geography and Climatic Conditions

Elevation

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

Climate

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

Ambient Conditions	Relative Humidity	-	Maximum 98%
	Temperature	-	Minimum 0° C Maximum 50° C
Rainfall	The mean annual rainfall is 1,000 mm, 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
Under foot		-	Slushy and highly abrasive.

B.2 Goods (Equipment and Machinery)

Detailed specifications of the Equipment to be supplied are given in **Part-C**.

In general, all items shall be:

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

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

The Equipment and accessories shall be 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 environments, shall be suitably protected to prevent any effects of corrosion or erosion.

B.3 Services

The supplier shall be responsible for the erection and commissioning of the equipment at site.

The supplier shall depute qualified and competent Engineer(s) and specialist technicians to supervise the entire assembly, erection and commissioning of equipment free of cost for suitable man days including Sundays & Holidays if worked per machine for erection, commissioning and test running, as well as training in operation and maintenance of the equipment at site.

Commissioning shall include testing of the equipment at maximum rating under mine operating conditions as specified to the satisfaction of the user.

B.4 Standards

The design, supply, erection, commissioning and testing of all equipment under this contract shall in all respects comply with the requirements of this specification and with appropriate current Indian standards and codes, or relevant standards issued by the Bureau of Indian Standard or International Standards Organization or any other equivalent international standards, which corresponds to specific ISO/Indian standards indicated in the Equipment Specification.

Such equivalent international standards are to be supported by documentary evidence certifying that offered standards are identical to the corresponding ISO/Indian standards.

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

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

B.5 Bidder/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 Bidder observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Bidder shall immediately bring these to the attention of the Purchaser but not less than 15 days prior to the due date of opening.

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

B.6 Spare Parts Provisions

B.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.

B.6.1b Bought out Assemblies and sub-assemblies.

The supplier is required to furnish details such as make, model code and vital technical parameters of all major bought out assemblies/items as indicated in the technical specification against "Information to be provided by the bidder." The bidder has to furnish a certificate indicating therein that "All other components not identified/ mentioned herein are manufactured by the bidder at their works exclusively i.e. the components are proprietary of the bidder's firm."

B.6.2 Provision of Spare Parts

B.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 Sixty (60) months from the date of issue of the Acceptance 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 Sixty (60) months from the date of issue of the Commissioning Certificate. The schedule of supply of spares and consumables shall as indicate 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 and trailing cable are not included in consumables.

The supplier shall submit Five(05) separate schedules showing spare parts and consumables proposed to be supplied by them in each 12 (twelve) months period from the date of commissioning of equipment project-wise in order to comply with the provisions herein contained.

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

B.6.2.3 In the event that the spare parts, Insurance items and consumables, as recommended by the supplier, are in excess of the actual requirements. The purchaser may at its option:

1. Retain such excess spares and consumables as, in its discretion it may elect to do so.
2. Require the supplier to reprocess or repatriate or otherwise dispose off such excess spare parts in exchange for payment to the purchaser of the contract Price of the spare parts and consumables concerned.

The purchaser shall notify the supplier, in writing of its requirement under the clause within thirty (30) day of completion of the period referred to in Clause B.6.2.1.

B.6.2.4 In the event that the operation of the plant is inhibited or frustrated as a direct result of lack of Spare parts and Consumables pursuant to clause B.6.2.2 hereof, then the period referred to in clause B.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.

B.6.2.5 The supplier shall not be liable for the supply of additional Spare parts and Consumable, nor to extend the period referred to in Clause B.6.2.1 hereof, if and to the extent that, additional Spare Parts and Consumables are required by reasons of unforeseen accidents, negligence or misuse on the part of the purchaser.

B.6.2.6 The assessment of the bidder of the Spare parts & Consumable requirements shall be based upon the expected working hours per year as defined in the Performance Guarantee Clause of Part C: Equipment Specification included as the attachment to the technical specification. However, Any shortfall in quantity of these spares and any other spares over and above the list submitted with offer during the period of 60 months, shall have to be supplied by the supplier at free of cost.

B.6.3 Emergency Spare parts

B.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.

B.6.3.2 For the purpose of the clause B.6.3.1 "Emergency spare parts" shall mean those spare parts or components required by the purchaser to repair any item of plant supplied pursuant to the contract in the event of a breakdown not attributable to a failure covered by the guarantee or a failure of the supplier to provide adequate spare parts or consumables.

B.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.

B.6.4 Lifetime spares

The supplier has to undertake and guarantee 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:

B.6.4.A Give not less than 6 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.6.4.B Immediately following termination, provide to the purchaser at no cost manufacturing drawings, material specification and necessary permission to facilitate manufacture of the spare parts elsewhere.

B.6.4.C Any change in part number or superseded part number should be informed to the CCL headquarter - Equipment Department, MM Department and the In-charge at project/site wherever the equipment is operating.

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

B.6.5 Oils, Lubricants and Fluids

The supplier shall provide to the purchaser a detail schedule of all necessary oils, lubricants, fluids for the operation and maintenance of the 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 being acceptable by the supplier.

B.6.6 General

Nothing in this clause B.6 shall relieve the supplier of any guarantee, availability, performance or other obligations or liabilities under this contract.

B.7 Guaranteed Availability

The Guaranteed availability shall be as per 'Clause – Performance Guarantee' of the individual equipment specification - **Section C**.

Sl. No.	Equipment	Minimum Annual Guaranteed Percentage Availability
1	60 TON REAR DUMPER	
		85% - for 36 months from the date of commissioning
		80% - for remaining 24 months of contract period.

B.7.1 Introduction

B.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.

B.7.1.2 Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at its own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.

B.7.1.3 The Supplier shall provide the Services of such personnel at Site within seven (07) days of notification by the Purchaser that the availability criteria have not been met in any one (01) month.

B.7.2 Performance Guarantee

B.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.

B.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 Equipment specifications included in the Technical Specifications. The method of assessment applied shall be as follows:

Method of Assessment:

The following calculation shall determine the availability of the Equipment:

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

Scheduled Available Time shall equate to 24 hours daily.

Downtime: -

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

- a) routine servicing and maintenance in accordance with the manufacturer's published recommendations, including: changing oils, oil filters and air filters; lubrication; changing identified consumable or wear parts.
- b) planned preventative maintenance programs; It shall not however include:
 - I. damage due to abusive use or incorrect operation methods by the purchaser;
 - II. accidents;
 - III. strikes or stoppage of work by the Purchaser's personnel;
 - IV. natural disaster;
 - V. lack of Spare Parts not attributable to a failure of the Supplier, its Agents or Representatives.
 - VI. 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 first Five (05) years of operation and shall state the number of hours required to carry out each maintenance task. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability. This schedule of tasks and time will be reviewed periodically by the Purchaser and the Supplier, jointly, to monitor the practicality of the schedule.

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 B.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.
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.

B.7.3 Effect and Duration of Guarantee

B.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.

B.7.3.2 This guarantee shall remain effective for 60 Months from the date of commissioning irrespective of the hours operated by the Equipment during the period of the guarantee.

B.7.3.3 Compensation for not achieving Guaranteed Availability

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

- a. 1% of the delivered landed price of the equipment including the price of spares & consumables for Five (05) years period for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.
- b. 10% of the delivered landed price of the equipment including the price of spares & consumables Five (05) years period for reduction beyond 5% from the guaranteed availability.

B.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.

B.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.

B.10 Special Conditions & Provenness Criteria

B.10.1 The equipment offered by the tenderer shall be considered proven provided 5 (five) nos. of quoted model or similar equipment, as defined below, or combination thereof must have been supplied by the bidder (or manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1(one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender (window period).

If the bidder claims proneness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – B.10.8 below.

B.10.2 In case the quoted model or similar equipment has not been supplied by the bidder (or manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 10 (ten) nos. of offered or similar equipment or combination thereof which have been commissioned 1 (one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and

commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause – B.10.1.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – B.10.8 below.

B.10.3 In case the indigenous manufacturer is quoting the same/ similar type & model of the equipment as supplied by their foreign collaborator worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 10 (ten) nos. of quoted model or similar equipment or combination thereof which have been commissioned 1 (one) years prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – B.10.8 below.

B.10.4 In case the indigenous manufacturer is quoting the same/ similar type & model of the equipment as supplied by their licensor having valid IPR for the same type & model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not supplied in India or if supplied and commissioned in India, but has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 10 (ten) nos. of quoted model or similar equipment or combination thereof which have been commissioned 1 (one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them perform satisfactorily for a minimum period of 1 (one) year from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their License Agreement with the company having valid IPR for the equipment being offered which should be valid as on the date of opening of the tender and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenisation carried out by the indigenous manufacturer during life time of the equipment.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – B.10.8 below.

B.10.5 Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:

In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not supplied in India or if supplied and commissioned in India, the same has not completed the

required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 10 (ten) nos. of offered model or similar equipment thereof which have been commissioned 1 (one) year prior to the date of opening of tender but not prior to 5 (five) years from the date of opening of tender and all of them have performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits notarized copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MoU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by Indian manufacturing entity. Further the Foreign Manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian Manufacturing entity during life time of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub-clause – B.10.8 below.

B.10.6 “Satisfactory Performance” means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/contracts for a minimum period of 1 (one) year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipments were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s) claiming satisfactory performance of the equipment supplied.

B.10.7 “Similar Equipment” shall be such equipment, which fulfils the following:

- a) Performs almost identical operations as the quoted model.
- b) Should be equal to or higher than the tendered capacity.
- c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted - only ratings/ specifications may differ (Lower or Higher).

B.10.8 Acceptance Criteria for Similar Equipment

I. If the bidder claims provenness of the quoted model based on similar equipment as per sub clause-B.10.7 above, then the similar equipment should have performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning and the quoted model should have worked for a minimum period of 6 (six) months from the date of commissioning within the window period of 5 (five) years.

II. If the bidder claims provenness of the quoted model based on similar equipment and the similar equipment has performed satisfactorily for a minimum period of 1 (one) year from the date of commissioning, but quoted model has not worked for a minimum period of 6 (six) months, the offer may be accepted subject to following conditions along with Note:

- a. The quoted model should have been designed, manufactured and supplied to the end – user but has not been commissioned or if commissioned, has not worked for a minimum period of **6 (six) months** after commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.

OR

The quoted model is an upgraded version of the existing model with improved and the latest drive line/ system etc. and has not been manufactured and/ or supplied earlier. In such case, the basic model should

remain the same. Documentary evidence for past supply of the quoted model whose upgraded version has been offered, is to be provided along with the offer.

b. (i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement.

(ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot.

c. On satisfactory performance of all the equipment of first lot for one year from the date of commissioning [to be certified by the General Manager (Excavation) / HOD of the subsidiary company], clearance shall be obtained from the order issuing authority for supply of the remaining quantity, if any, as per Schedule of Requirement.

d. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning.

e. The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT.

Note:

In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualifies as per above sub clause B.10.8.II, the following shall be applicable:

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

B.10.9 For MSEs and Startups

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

The prior experience and turn over criteria is not applicable for Startups & MSEs in respect of either of the following situations and no further documents regarding provenness will be required to be submitted by these categories of bidders:

- a) If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per

Annexure-X) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

b) The designated technical authority from whom the technical capability report is being called, is furnished with copy of the enquiry, the details of equipment, quality control, man-power availability, compliance/deviation statements and any other relevant particulars related to manufacturing/supply of the item as furnished by the firm(s) along with their tender.

c) If required, a techno-commercial team of CIL may visit the manufacturing unit of the vendor without any undue delay for quick finalization of tenders.

d) In case there is deficiency in technical capability of the firm, the same will be communicated to them for improvement in the quality of their product for future tenders and clearly indicate that their offer cannot be considered for relaxation against the tender in question in order to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

e) If favourable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided date of such reports are not more than one year from the date of opening of bids.

f) If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, duly notarized, for relaxation from the criteria of prior experience and prior turnover:

- A Valid BIS Marking License for the quoted items
OR
- Rate contract issued by CIL/its subsidiary for the quoted items
OR
- A Valid DGMS Approval certificate for the quoted items
OR
- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items

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

B.11 Quality Assurance

B.11.1 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.

B.11.2 The Supplier shall provide facilities to Purchaser or their authorised representatives for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control, both for bought-out items and his own manufactured items.

B.11.3 The Purchaser or his agent, when so required by him, shall also be provided with samples of “bought-out” materials for the purposes of undertaking independent tests, which independent tests shall be at the expense of the Purchase.

PART C: EQUIPMENT SPECIFICATION

EQUIPMENT SPECIFICATION OF 60 TON REAR DUMPER

[Payload Range 60T – 65T]

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, Rock Body, Rear Dumper having payload range of 60 Ton to 65 Ton.

Note: If the offered capacity is in fraction, then the fraction equal to or more than 0.5 will be taken as 1 (one) and less than 0.5 will be considered as zero. (1 Ton = 0.907185 Tonne).

2. References

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

ISO 2867	Earth-moving machinery - Access systems.
ISO 3450	Earth-moving machinery - Wheeled machines - Performance requirements and test procedures for braking systems.
ISO 3457	Earth-moving machinery - Guards and shields - Definitions and specifications.
ISO 3471	Earth-moving machinery- Roll-over protective structures - Laboratory tests and performance requirements.
ISO 5010	Earth-moving machinery - Rubber-tyres machines - Steering requirements.
ISO 6014	Earth-moving machinery - Determination of ground speed.
ISO 6405-1	Earth-moving machinery - Symbols for operator controls and other displays - Part 1: Common symbols.
ISO 6405-2	Earth-moving machinery - Symbols for operator controls and other displays - Part 2: Specific symbols for machines, equipment and accessories.
ISO 6483	Earth-moving machinery - Dumper bodies - Volumetric rating.
ISO 6682	Earth-moving machinery - Zones of comfort and reach for controls
ISO 6750-1	Earth-moving machinery - Operation and maintenance – Contents & Formats.
ISO 6750-2	Earth-moving machinery - Operation and maintenance – Operator's Manual- Part 2: List of references.
ISO 7132	Earth-moving machinery - Dumpers - Terminology and commercial specifications.
ISO 7457	Earth-moving machinery - Measurement of turning dimensions of wheeled machines
ISO 9249	Earth-moving machinery - Engine test code - Net power
ISO 10268	Earth-moving machinery - Retarders for dumpers and tractor-scrapers - Performance tests
ISO 10968	Earth-moving machinery - Operator's controls.
ISO 7000/ IEC 60417	Graphical symbols for use on equipment.

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

In addition to the above ISO, the following DGMS (GOI) regulations form part of the specifications:

- Propel shaft guard as per DGMS circular 10 of 1999.
- Retarder brakes as per DGMS circular 02 of 2004.
- Brakes as per DGMS circular 09 of 1999.
- Compliance of content of DGMS circular no. 9 issued in 2009.
- Compliance of content of DGMS Notification Dt.1.10.2018 in the Gazette of India regarding safety features and devices to be provided in HEMM.
- Compliance of content of DGMS Circular no: 06 dated: 27.02.2020.

3. Design Criteria

The dumper 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.

The dumper shall be suitable for loading by 5-6 CuM Backhoe Hydraulic Shovel, 5.5-6.5 CuM Face Hydraulic Shovel & 5 CuM ER Shovel with rock, having average density of 1,800 kg/m³ after blasting.

4. Technical Requirements

4.1 Engine

The dumper shall be powered by an electronic controlled direct injection 4-stroke diesel engine of not less than 475kW net power measured between 1700 and 2200 r/min according to 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, thermostatically 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 the full rated output at the maximum ambient temperature. The radiator cap shall be fastened with the help of suitable capacity 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/belly 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 or EPA Tier-II (or higher) 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-4 or EPA Tier-II (or higher) 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 for a fleet up to 10 nos. or part there off for each project)** 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.

4.2 Drive System:

The drive system shall be mechanical with power shift transmission.

4.2.1 Transmission

The dumper shall be provided with an off-highway electronically controlled automatic power shift hydraulic transmission/heavy duty double reduction planetary gear system with lock-up clutch and downshift/reverse inhibitors, engine over speed protection, body up shift limiter. A suitable arrangement of individual modulation for maximum smoothness in all gearshift is to be provided. The electronic control shall have built in diagnostics features with suitable memory capacity. Suitable protection of the transmission pan from external damage should be provided. The pan guard/ suitable protection should be designed to minimize accumulation of dirt and debris.

4.2.2 Propel and Final Drive

A dynamically balanced propel shaft with universal joints at both ends should be utilised 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 gear system and drive axle.

4.3 Suspension

Suitable (hydra-air) independent front and rear gas over oil suspension shall be provided to absorb road shocks and prolong chassis & tire life.

4.4 Steering

Full hydraulic orbitrol power steering and emergency steering, which complies with latest ISO 5010, shall be provided. Emergency steering shall be automatically activated in the event of failure of the normal steering power source. Suitable steering locking arrangement is to be provided to prevent untoward movement of steering wheel and tyre during working below the cabin and engine is running.

4.5 Hoses

Fire resistant/ fire retarder/ heat resistant hydraulic 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 (Emergency) and parking brakes which comply with latest ISO 3450 shall be provided.

4.6.1 Service brakes

The front service brakes shall be of hydraulic actuated caliper/disc type and should operate automatically in the event of low oil pressure.

The rear service brakes shall be hydraulic actuated oil cooled multiple disc type / hydraulic disc type / caliper type and should operate automatically in the event of low oil pressure.

They shall be fully enclosed to prevent entry of dust & water and designed for low maintenance.

4.6.2 Secondary Brakes (Emergency Brakes):

Provision of Automatic Emergency Brake along with manual Emergency Braking system, which shall be operative in the event of failure of Service Brake, shall be provided.

4.6.3 Parking brakes

The parking brake system shall have suitable interlocking arrangement with Drive System to prevent movement of the dumper when parking brake is engaged.

The parking brakes should be operational even at zero system pressure.

4.7 Retarder

Both Automatic and manual retarding control system to control speed while descending grades shall be provided.

4.8 Tyres

Tubeless, rock duty, cut resistant, E 4 Tyre of size 24.00-35 of suitable TKPH rating to match the operational condition.

4.9 Frame

The frame should be a rugged, durable construction of high strength steel and free from any stress concentration. The design must take care of all forces encountered during the operation of the dumper.

4.10 Dump Body

The body should be an exhaust heated (excluding the extended canopy portion), heavy- duty (Rock as mentioned in clause 3) type with high hardness abrasion resistant side, front and bottom plates. The width of the body should be such that it protrudes over the tyres to prevent damage due to spillage of material from the body.

The volume of the body should be such that it can accommodate 6 pass loads from 5 CuM shovel & 5 pass loads from 6 CuM Shovel (**minimum 30CuM struck capacity**) without spillage and body design should be such that the stability of the machine is maintained in all operating conditions especially during turning.

[Note - In case of coal body, the no. of pass and minimum dump body volume shall be indicated based on density of coal]

A body position indicator shall be provided in operator's cabin. Should comply as per requirement of Clause-6 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020.

4.11 Fuel Tank

The fuel tank shall be of sufficient capacity to allow 16 hours operation without re-fuelling and be provided with a level indicator and a lockable- hinged filler cap/ vandalism protected lockable-hinged filler cap. The cap shall be fastened with tank with the help of suitable capacity chain/locking arrangement.

Construction of the tank should be such that it provides for easy accumulation and drainage of water/condensed moisture with minimum loss of fuel. The verification calculation for the tank capacity sufficient for 16 hours of operation is required to be uploaded.

4.12 Lubrication System

A centralized PLC based hydraulic/Air/Electric operated, automatic lubrication system shall be provided to service all lubrication points on the machine, including those points where use of high viscosity lubricants is required.

The lubrication system shall be fully monitored to ensure adequate lubricant flow is maintained to all points of major parts. The monitoring system shall, wherever necessary, be interlocked with the relevant control circuits to prevent damage due to lack of lubrication at any point. Alarms and indications for failure of lubrication system shall be provided and shall be repeated in the OBD (Onboard Display) of operator's cab.

Lubricant containers of adequate size shall be located in a separate room / enclosure inside the machinery house/convenient location and be large enough to cater lubrication needs for continuous operation between refills. The containers shall be fitted with suitable arrangement for cleaning and refilling.

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

Fire/heat resistant/ retardant hoses shall be provided in lubrication system. Lubricants recommended shall be of reputed make with Indian equivalent, if available.

Note: Maintenance of lubrication system shall be done by the supplier during the contract period.

4.13 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 **Clause-5** of 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 dumper.
- Bidder requires submitting a schematic drawing indicating Plan of the system with relative position of items to be protected from fire.
- Fire detection and suppression of fire may be either total gas flooding or dry chemical powder base spray through nozzle strategically through an actuation cartridge, located to the targets, or combination of the two.
- 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 to supply adequate quantity of fire suppressing agent for effective firefighting 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 operate only in active fire area.
- 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 system should be capable for efficient operation in the extreme mining conditions with dust, dirt, water & vibrations.

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

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

Note: Periodical refilling and maintenance shall be done by the supplier during the contract period

4.14 Fire Extinguisher:

A fire extinguisher shall be provided on the dumper, 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. 08th July 2013.

Periodical refilling of fire extinguishers shall be done by the supplier during the contract period.

4.15 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 1st October, 2018.

4.15.1 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 ISO 5006. The sound level inside the cab shall be below 85dBA 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 ISO: 6405-1, ISO: 6405-2, ISO: 6682 & 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 glass shall be fitted with motorized wind screen wipers and washers. The tank of the front glass 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.

Steps and handrails of robust design, which comply with ISO 2867, shall be provided for access to the operator's cab.

Periodical maintenance of Air Condition system including gas refilling to be done by the supplier during the contract period

4.15.2 Operator's Protective Structures:

Dumper shall be equipped with a roll-over protective structure (ROPS). The ROPS shall comply with ISO 3471. Also, FOPS shall be provided as per ISO -ISO3449

4.15.3 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 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.

4.15.4 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.

4.15.5 Starting and Stopping System:

Dumper 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).

4.16 Gauges and Indicators/Electronic Display:

The following shall be provided:

- a. Water temperature gauge
- b. Air cleaner vacuum gauge
- c. Engine oil pressure gauge
- d. Converter oil temperature gauge/indicator (where applicable)
- e. Fuel capacity gauge
- f. Engine tachometer
- g. Engine hour meter
- h. Speedometer
- i. Air pressure gauge (if applicable)
- j. Voltmeter (where applicable)
- k. Hydraulic Oil Temperature Gauge

4.17 Warning Alarms/Lights/Indicators:

Warning systems shall be provided for the following:

- a. Reversing –DGMS complied Audio Visual Alarm (Type confirming to Specifications as per DGMS (Approval)/ AVA/01 dated 25-05-2010 of DGMS)
- b. Parking Brake actuation
- c. High torque converter/ transmission oil temperature (where applicable)
- d. Low engine oil pressure
- e. High coolant temperature
- f. Low air pressure (where applicable)
- g. Emergency steering
- h. Indicator light for retarding, over speed & service brakes
- i. Dumping buzzer
- j. Warning alarms in case of failure of automatic lubrication system.
- k. Tyre pressure monitoring system in cabin to be incorporated.

4.18 Engine Electrical System:

The dumper shall be provided with the following:

- a. 24V DC electrical system with suitably rated alternator of reputed make
- b. Electrical 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/MCBs, which shall be easily accessible for maintenance. In case of fuses, at least two spare fuses of each size/ratings shall be provided in each fuse box, which shall be easily accessible for maintenance.

4.19 Lighting:

Adequate lighting shall be provided for safe night shift operation. All lighting system shall be LED which include the following:

- a. 4 nos. LED Headlight
- b. Stop and tail LED lights
- c. Hazard and Turn signal lights (left and right) on both front and rear LED type
- d. Fog lamps 2 nos.
- e. Backup lights 2 nos.
- f. Cabin Dome & Ladder lights
- g. Service light in rear axle & under hood (Wherever applicable)
- h. Manual/ Auto backup light

4.20 Guards and shields:

Adequate guards and shields, which comply with ISO 3457, shall be provided on the dumper.

5. 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. Mechanical steering locking device to prevent untoward movement of steering wheel and tyre while persons are working underneath the cabin when engine is ON.
- b. Blind spot mirror or any other device apart from rear view mirror to enable operator to have clear visibility of blind spot shall be provided.
- c. **Proximity Warning Device** - Should comply as per requirement of Clause 14 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020
- d. Mechanical Device to avoid head to Tail Collision of Dumpers: - Should comply as per requirement of **Clause 4** of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020.
The manufacturers should submit a self-certificate explicitly stating that any one of the features fitted in the Dumper shall provide additional protection to the operator and it shall not affect the normal operation of the Dumper on the gradients and its steerability, loading or dumping operations.
- e. 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.
- f. Seat belt & Seat belt reminder- Should comply as per requirement of Clause 10 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020
- g. Methodology/ facility to be provided in the dumper to restrict/ control the speed as determined by management.
- h. Propeller shaft guard (Wherever applicable).
- i. Mirrors, right and left.
- j. Hot zones shall be separated from cold zone by providing suitable arrangement.
- k. Exhaust pipes and turbocharger shall be adequately guarded.
- l. Load Indicator- Should comply as per requirement of Clause 8 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020
- m. Dump Body raised position indicator with warning- Should comply as per requirement of Clause-6 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020
- n. Safety provision for holding the dump body in hoist condition.
- o. Manual wheel stopper while parking dumper in gradient.
- p. Auto dipping system - Should comply as per requirement of Clause -3 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020

- q. Rear Vision Camera - Should comply as per requirement of Clause -1 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020
- r. Retro reflective reflectors on all sides for visibility of truck during night
- s. Cabin Guard Extension – Canopy shall cover the operator’s cabin fully.
- t. Warning System for Operator Fatigue - Should comply as per requirement of Clause-2 of DGMS Circular no: 06 of 2020 Dhanbad dated: 27.02.2020

6. Ancillary Equipment and other requirements:

The following shall be provided on the dumper:

- a. Front and rear tow hooks.
- b. Pressurized radiator cap with chain attachment.
- c. Headlight high beam indicator
- d. Cab protection spill guard
- e. Water separators in air lines (Where applicable)
- f. Rock ejector bar/chains between each set of dual rear wheels
- g. Suitable on-board payload monitoring system with a feature to store & retrieve data of at least one month
- h. Self-diagnostic and real time monitoring electronic tool
- i. Tyre inflation kit.

7. Productivity & Health monitoring system:

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

The system shall have OBD Self-diagnostic & error alarm features and should capture the parameters of HMS module and other parameters not covered by HMS of the equipment to monitor the following items:

- a. Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation
- b. Maximum speed, average speed, distance travelled, waiting time, loading time, unloading time, load carried by dumper for each trip and cumulative.
- c. Engine oil pressure & temperature
- d. Coolant temperature
- e. Coolant level
- f. Engine RPM
- g. Intake air pressure & temperature
- h. Fuel level and fuel consumption rate
- i. Hyd. oil temperature
- j. Engine electrical system - Battery voltage and Alternator out put
- k. All vital parameters of drive system including transmission Fault codes along with details
- l. Tyre inflation pressure & temperature

This system shall have suitable memory capacity to store above measured data in batch form for at least one month period and shall have suitable port to download these data to a laptop / data storage system.

- a. Alert audio messages to be given to Dumper Operators and control room person for the following events:
- b. In the case of operator exceeds pre-defined maximum speed for different dumpers.
- c. In the event of dumpers travelling in opposite direction falls in line.
- d. To maintain safe distance between dumpers travelling in the same direction.
- e. Fire warning to operator and to control room in case of catching fire.
- f. Dump Body hoist indication to be given in the event of dumper travelling in dump body hoist position.

The supplier shall provide the following:

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

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

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

8. Special Guarantees

The following guarantee will apply for the different components from the accepted date of commissioning.

- a. Body, Chassis – 10,000 hours.
- b. Complete Engine system- 8000 hours
- c. Transmission Assembly (where applicable) - 8000 hours
- d. Differential/Final drive (where applicable) - 8000 hours
- e. Disc Brake - 8000 hours
- f. OTR tyre - 4500 hours or 12 months first life before re-treading

In case of failure of any of the above component within the special guarantee period, the supplier shall replace the same with a new one. However, in case of failure of any peripheral item of Engine and transmission e.g., fuel pump/ turbocharger/ water pump/ transmission pump etc. within the special guarantee period shall not be treated as failure of engine and transmission but the failed item is to be replaced with new assy. and should work up to completion of the special warranty period. No repair of such components or use of spares supplied against Clause: B.6.2 shall be allowed within the special guarantee period.

However, spares supplied against Clause: B.6.2 can be used for repair/replacement of above assemblies after attaining above mentioned special guarantee period as indicated against individual item. The special guarantee shall be limited for the period of contract only.

9. Performance Guarantee:

In accordance with the provisions of clause B.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.

In accordance with the provisions of clauses B. 7.2.2 and B.7.3.2 of the technical specifications the supplier shall guarantee that the availability of each equipment shall be not less than 85% (eighty-five percent) annually for a period of 36 months from the date of accepted date of commissioning and 80% (eighty percent) annually for following 24 months.

[Note - Expected annual working hours may be decided by the subsidiary company as per actual requirement]

10. 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)
Dumpers	Body Chassis	
	Engine	
	Transmission	
	Differential	
	Final Drive	

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

11. Information to Be Provided by the Bidder

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

11.1 General

- a) Number of similar models supplied during the last five (5) 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.

- a) Details of special tools to be provided with the equipment.
 b) Details of erection programme for the bid.
 c) Details of nearest Depot/Warehouse and Service Facility available for the present offer

11.2 Technical Details

- a) Latest engine performance curves showing net power, net torque and aspecific fuel consumption of the installed engine, measures according to ISO 9249.
 b) Maximum speed determined according to ISO 6014
 c) Latest Rim-pull - Speed - gradeability Curves of the offered model clearly indicating Driving speed fully loaded up 14% effective grade.
 d) Latest retarding performance chart of the offered model in accordance with ISO 10268 clearly indicating: Maximum constant speed fully loaded down 10% effective grade.
 e) Calculations determining the time for the operating cycle specified in clause 11.3.12.
 f) Result of service and secondary brake stopping tests carried out according to ISO 3450.

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

- g) Turning diameter in accordance with ISO 7457.
- h) Detail technical description of all systems of the dumper.
- i) Detail technical description of Electronic Control Module used, its integration with other components of power train, details of data capturing (active, intermittent & calculated) & full feature, Diagnostic Tool's software version, data storage capacity & features and Payload Monitoring System fitted in the Dumper.
- j) Layout drawings and detailed technical descriptions of hydraulic systems and components
- k) Details of major bought out assemblies and sub-assemblies including manufacturer's name & full address, type, model etc.
- l) Comprehensive commercial literature specifications, the content of which must comply with ISO 7132.
- m) Operation and Maintenance manuals in accordance with ISO 6750 as indicated in clause A-3 of section VI.
- n) Details and layout of Automatic lubricating system.
- o) Details and layout of Automatic fire detection and suppression system.
- p) Details of rear vision system
- q) Details of proximity warning device.
- r) Calculations and drawings verifying the body capacity.

11.3 Dimensions, Weights and Performance Details

11.3.1 Dimensions

- a) Maximum Overall length (m)
- b) Maximum overall width (m)
- c) Maximum height without body (m)
- d) Maximum height with body (m)
- e) Loading height (m)
- f) Dump height (m)
- g) Discharge height (m)
- h) Maximum body depth (m)
- i) Body target area [inside length and width at top] (m²)
- j) Wheel base (m)

11.3.2 Weight Distribution

- a) Empty vehicle (kg)
 - Front axle (kg)
 - Rear axle (kg)
 - Total (kg)
- b) Loaded vehicle (kg)
 - Front axle (kg)
 - Rear axle (kg)
 - Total (kg)
- c) Payload (kg)

11.3.3 Engine

- a. Manufacturer and model
- b. Number of cylinders
- c. Bore (mm)
- d. Stroke (mm)
- e. Displacement (litre)
- f. ISO net power at r / min (kW)
- g. Maximum torque at r/min (Nm)
- h. ECM /alternate - make, model & data storage capacity
- i. Diagnostic tool's make, model, software version, data storage capacity & features.

11.3.4 Mechanical Drive System)

I. Transmission

- a. Manufacturer and model
- b. Type
- c. Number of gear speeds: forward and reverse
- d. Travel speeds: forward and reverse

II. Differential

- a. Manufacturer and model
- b. Type
- c. Ratio

III. Final Drive

- a. Manufacturer and model
- b. Type
- c. Ratio

11.3.5 Suspension

I. Front

- a. Type
- b. Stroke
- c. Load - deflection rate: loaded and empty

II. Rear

- a. Type
- b. Stroke
- c. Load - deflection rate: loaded and empty

11.3.6 Steering

- a. Type
- b. Emergency steer method

11.3.7 Brakes

11.3.7.1 Service Brake:

I. Front

- a) Type
- b) Actuating System

II. Rear

- a) Type
- b) Actuating System

11.3.7.2 Emergency Brakes

- a) Type
- b) Actuating System

11.3.7.3 Parking brakes

- a) Type
- b) Actuating System

11.3.8 Retarder

- a) Type
- b) Actuating System

11.3.9 Tyres

- a) Manufacturer
- b) Size and type
- c) Tread
- d) Rim size
- e) TKPH

11.3.10 Hydraulic System

- a) Make & model, Number, flow rates and operating pressures of pumps
- b) Make & model, Number, piston diameters and stroke length of cylinders
- c) Relief valve operating pressures

11.3.11 Electrical System

- a) Starter make and model
- b) Alternator make and model
- c) Batteries numbers and rating
- d) Lighting details (number, type & rating)

11.3.12 Operating Cycle

The operating cycle, for which the bidder shall provide the information required in clause 11.2 (e), shall be:

Time for hauling, rated payload and returning empty to the place of loading on a haul road of the following profile with a rolling resistance of 2%.

First 1500 meters up a 12% grade, next 200 meters level, next 200 meters up a 10% grade, last 100 meters level.

A fixed time of six (6) minutes for loading and dumping shall be added to this time to calculate the total operating cycle.

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

1	Specific Fuel Consumption for engine	To be tested at Works. Minimum of 3 (three) readings at full load to be averaged and Test Certificate with the Test Bed data is to be provided at the time of pre dispatch inspection
2	Pay load Capacity	To be tested at Works/Project Site.
3	Engine Net Power & RPM as per ISO9249	To be tested at Works and Test Certificate with Test Bed data is to be provided at the time of pre dispatch inspection.
4	Driving Speed - fully loaded up 14% effective gradient (assuming 2% Rolling resistance)	To be tested at Works / Project Site.
5	Retard Speed - fully loaded down 10% effective gradient (assuming 2% Rolling resistance)	To be tested at Works / Project Site.
6	Service Brake Stopping Distance as per ISO 3450	To be tested at Works / Project Site.
7	Secondary Brake Stopping Distance as per ISO 3450	To be tested at Works / Project Site.
8	Turning Dimension as per ISO 7457	To be tested at Works / Project Site.
9	Dump body should accommodate 6 pass loads from 5 CuM shovel & 5 pass loads from 6 CuM Shovel without spillage.	To be tested at Project Site.

SECTION – VII

SAMPLE FORMS

LETTER HEAD OF BIDDER

Letter of Bid (LOB)

To,
M/s. Central Coalfields Limited,
Darbhanga House,
Dist.: Ranchi, Jharkhand-834001

Sub: Tender Ref. No.: CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22
Tender ID: 2022_CCL_239003_1

Dear Sirs,

1. We have gone through the tender documents carefully and we confirm that the contents of the offer are given after fully understanding of tender documents and all information furnished by us are correct and true and complete in every respect.
2. Having examined the Bid Documents including Addenda/Corrigenda, if any, I/We, the undersigned, offer to supply and deliver the material as per our offer submitted in conformity with the said Bid Documents.
3. We confirm to accept all terms and conditions contained in the tender document unconditionally.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that all information/documents/credentials submitted along with the tender are genuine, authentic, true and valid.
7. We confirm that if any information or document submitted is found to be false/incorrect, 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 and all partners of the firm as per provisions of law.

Dated this----- day of----- 20--

Signature: -----

Name: -----

Designation: -----

Seal of the Firm: -----

E-mail ID: ----- Contact No.: -----

Duly authorized to sign bid on behalf of -----

Note:

1. This letter should be on the letter head of the Bidder and should be signed by the bidder.
2. In case the bidder who has signed the LOB is the DSC holder, no additional documents are required.
3. In case the bidder who has signed LOB is not the DSC holder, then Power of Attorney or authorization on non-judicial stamp paper duly notarized as per format mentioned on next page by the person signing the LOB i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Letter of Bid.

Format for Authorisation to DSC holder bidding online on behalf of Bidder**NON-JUDICIAL STAMP PAPER OF Rs. 100/-**

I/We do hereby authorise Mr./M/s. (Name of DSC Holder) Address for online bidding on behalf of me/us, using his/her DSC for the e-tenders invited by Central Coalfields Limited, Ranchi on www.coalindiatenders.nic.in.

Signature/Seal of the DSC Holder Authorised for online bidding on behalf of the bidder.		Signature & Seal of the bidder Signing LOB, Authorising the DSC Holder for online bidding.
---	--	--

**Signature & Seal of the
PUBLIC NOTARY**

Manufacturer's Authorisation Form
**FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENT OF
INDIGENOUS/FOREIGN MANUFACTURER**

To be typed on the Principals letter head and should be pre-dated (prior to tender opening date),
properly signed and attested by Public Notary.

To,
The General Manager (MM)/HOD,
Central Coalfields Limited,
Darbhanga House, Ranchi

Dear Sir,

Against the Tender Ref. No. **CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22**, we hereby authorize M/s. _____ to participate in the tender and submit the offer and enter into contract/Supply order, on our behalf.

We confirm/undertake that:

1. As a matter of our corporate policy, we do not quote directly quote/market our products directly to any organization in India (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), and if, subsequently, at any stage, it is found that we have quoted directly to any organization (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), we shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.
2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/guarantee obligations.
3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.
4. The price quoted by our authorized agent will not exceed the price which we would have quoted.
5. In the event of placement of order on our authorized agent, the goods supplied/goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.
6. We confirm that No Agent/Middleman/Liasoning Agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.
7. We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named “-----” for a period of -----
----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned)
in India.

Validity of this authorization: _____

[Should be Valid as on date of tender opening and its validity should corresponds to the delivery period stipulated in the Tender Enquiry]

Dated this _____ day of _____ 20--

Signature of Authorised Signatory of Principal Manufacturer

(Name)

(Designation)

E-mail Id:

Date:

Seal of the firm

Signature & Seal of the PUBLIC NOTARY

Principal Manufacturer's Declaration Form

(Please see Clause-2.A.4, 2.B.(i), 2.B.(ii) of ITB)

To,
The General Manager (MM)/HOD,
Central Coalfields Limited,
Darbhanga House, Ranchi

Dear Sir,

Sub: Supply of (Name Make and Model of Machine) to be manufactured in India.**Ref:** Tender Ref. No. ----- for supply of-----machine.

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

In this regard, we certify the following:

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

OR (Strike out whichever is not applicable)

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

5. In the event of failure on the part of Indian Collaborator/Licensee/Indian Subsidiary/Indian Manufacturing Entity in fulfilment of contractual obligations or closure of Indian Collaborator/ Licensee/Indian Subsidiary/Indian Manufacturing Entity for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support CIL as well as execute the remaining period of the contract ourselves or through another competent Indian entity fulfilling the eligibility criteria stipulated in the tender document under clause 2.A.4, 2.B.(i), 2.B.(ii) of ITB, as applicable.
6. We undertake for the successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.
7. We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.

8. We confirm our acceptance to be a signatory to the contract in case of acceptance of offer of our Indian Collaborator/Licensee/Indian Subsidiary/Indian Manufacturing Entity of Foreign Manufacturer.

(Signature)

(Name)

(Designation)

(Seal)

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

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

(Please see Clause-2.A.2, 3, 4, of ITB)

To,
The General Manager (MM)/HOD,
 Central Coalfields Limited,
 Darbhanga House, Ranchi

Dear Sir,

Sub: Tender Ref. No. _____

1. We, [name of manufacturer] are established and reputable manufacturers of [name and/or description of goods] having factories at [address(es) of factory(ies)] and have submitted our offer. However, for the execution of certain activities against the tender, we have involvement of an Indian agent/Indian office/Indian subsidiary [Name & Address of Indian Agent/Indian Office/Indian Subsidiary] (strike off whichever is not applicable).

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

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

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

OR

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

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

OR

The Indian Agent/Indian subsidiary/Indian Office of a foreign manufacturer/Indian Agent/Indian Subsidiary of an Indian Manufacturer, i.e. M/s (name) were banned or delisted or Put on Holiday by the organization named "-----" for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned). (Pl. strike out if not applicable)

6. We confirm that no agent/middlemen/liaisoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the procurement of goods and services and subsequently, if at any stage, it is found by CIL that this confirmation is false, we shall be liable for penal action as per provisions of the NIT/Purchase Manual.

Dated this _____ day of _____ 20--

(Signature)

(Name)

(Designation)

(Seal)

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

Self-Declaration by the Bidder
(In case bidder is an Authorised Indian Agent of the Manufacturer)

On Authorised Agent's Letter Head

Ref:

Date:

To,
The General Manager (MM)/HOD,
Central Coalfields Limited,
Darbhanga House, Ranchi

Dear Sir,

Sub: Tender No. CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22

We [Name & Address of the Agent], an authorized agent of our principal
[Name of the Principal Manufacturer], hereby certify the following:

1. The above mentioned manufacturer is not participating in this tender enquiry.
2. We are not submitting a bid on behalf of another manufacturer in the same tender for the same item/product.
3. That we will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/guarantee obligations.
4. That we will be responsible for providing the required after sale service.
5. That we have been in existence for at least 3 years as on the date of tender opening. We have uploaded scanned & notarized copies of details in respect of our organization along with the copies of document(s) like certificate of incorporation/registration etc. along with the offer.
6. That we have uploaded tender specific authorization from the Principal bearing tender no. and date, pre-dated (from the tender opening and its validity corresponds to the delivery period stipulated in the Tender Enquiry) and is properly signed containing including all the specific confirmations required as per the format and terms of the NIT.
7. That we have uploaded self-attested & notarized copies of the Manufacturing credentials of the Principal to establish that the principal is the manufacturer of the offered item(s).

In addition to the above Indian Agents submitting offer on behalf of Foreign Manufacturers to certify the following:

8. That we will submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement.
9. That net prices to be paid to their Principals/Manufacturer, in foreign currency are exclusive of agency commission in Indian Rupees and indicate the amount/percentage of commission which Indian Agents are entitled to in terms of their Agreements with the foreign principals, which is included in the FOB price;

10. That we will produce Principal's/manufacture's proforma invoice or certificate indicating commission to be allowed in the particular transaction, to their Indian Agents and the nature of their after sales service to be tendered by Indian Agents;
11. That we will produce a copy of the agency agreement with the foreign manufacturer stating the precise relationship between them and their mutual interest in the business. *(The agency agreement date with the foreign manufacturer should not be later than the date of the tender opening stipulated in the tender enquiry.)*

Date:

Signature of the Authorised Signatory of the Tenderer (Authorised Agent)

Seal of the Firm/Company (Authorised Agent)

Self-Certificate for Provenness**Tender No. CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22**

“The items covered in the Purchase Order(s)/Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/Rate Contract(s) and all the complaints/claim(s) lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending”.

Details of supply order submitted in the tender towards provenness are tabulated below:

Sl. No.	Item Description	Purchase Order/Rate Contract issued by	Purchase Order/Rate Contract No.	Purchase Order/Rate Contract Date (in DD/MM/YYYY Format)	Date of Supply (in DD/MM/YYYY Format)

Date:

Signature of the Tenderer

Seal of the Firm

Lowest Price Certificate

I/We do hereby certify that prices quoted by us against this tender are the lowest and is the same as applicable to other Government Departments/Undertakings/Other Organizations.

I/We also certify that the quoted rates are not higher than rates quoted/prices charged by us for same items to other Customers.

Date:

Signature of the Tenderer

Seal of the Firm

Price Fall Certificate

I/We undertake that we have not offered to supply/supplied is/are 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.

I/We also accept that

- i We have submitted a copy of the last (latest) purchase order for the similar/ordered item(s) received from any Organization/Ministry/Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- ii We will inform the purchaser of offer to supply/supply of the similar/ordered 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 We will submit a certificate along with the bill(s) that we have not offered to supply/supplied the similar/ordered 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.”

Date:

Signature of the Tenderer

Seal of the Firm

Quality Certificate

I/We certify that there has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings/Other organizations.

Date:

Signature of the Tenderer

Seal of the Firm

Fitment Certificate

~~We certify that offered product is an exact replacement of/fully interchangeable to the original parts and will fit & function on the equipment for which these are intended for on “one to one” basis without any modifications conform to performance parameters as per OEM specifications~~

Date:

Signature of Tenderer

Seal of the Firm

No Deviation Certificate

“We declare that there is no deviation from the NIT terms and conditions in the offer submitted by us.”

Date:

Signature of the Tenderer

Seal of the Firm

Proforma for Equipment and Quality Control

Reference: Central Coalfields Limited **Tender No.** CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22 **for** Supply, Installation and Commissioning of Rear Dump Truck of capacity not less than 60T (Sht) {49 nos. on Replacement/NCD basis (12 nos. with item a & h of special tools & 37 nos. without item a & h of special tools) and 14 nos. on PCD basis (01 no. with item a & h of special tools & 13 nos. without item a & h of special tools)} along with Supplementary Items for 12 months of warranty period from the date of commissioning of the equipment and thereafter Supplementary Items for a period of 48 months.

1. Name and Address of the Firm
2. (a) Telephone No. office/factory/works
(b) Fax No./E-mail ID
3. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
4. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
5. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
6. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
7. Process Flow Chart for the whole manufacturing process of the tendered item.
8. Details and stocks of raw materials held.
9. Production capacity of items quoted for with the existing plants and machinery
(a) Normal
(b) Maximum
10. Details of Quality Assurance Plan and Quality Control infrastructure such as laboratories etc.
11. (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.
12. 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. no. 5 to 12 need be restricted to the extent they pertain to the items under reference.

Declaration Regarding Non-Banning/De-listing

The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that:

“We have not been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSUs.”

Date:

Signature of the Tenderer

Seal of the Firm

Note: If a bidder has been banned or de-listed or debarred or ‘Put on Holiday’ by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

Technical Support & Services Certificate

We agree for rendering prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied equipment. We shall arrange quarterly visit of our service personnel for smooth functioning of the supplied items.

Date:

Signature of the Tenderer

Seal of the Firm

ANNEXURE-XIII

Bidder to mandatorily quote HSN (Harmonized System Nomenclature) Code, Type & Rate of GST of all items quoted by them:

Sl. No.	Item No.	Description of Item	HSN Code	Type of GST	Rate of GST (%)

Date:

Signature of the Tenderer

Seal of the Firm

Security Deposit Bank Guarantee Format**(On a non-judicial stamp paper)**

M/s. Central Coalfields Limited,
 Darbhanga House,
 Dist.: Ranchi, Jharkhand – 834001

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

Messersa Company/Firm having its office at No. (hereinafter called 'the Contractor') has received the Notification of Award/Purchase Order vide no.dated..... (hereinafter called 'the said Agreement') with(Name of the Purchaser Company) (hereinafter called 'the Company') to supply..... stores/materials amounting to Rs.on the terms and conditions contained in the said Notification of Award/Purchase Order.

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

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

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

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

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 of20.....

Place.....

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

ANNEXURE-XV

Performance Bank Guarantee Format

(On a non-judicial stamp paper)

M/s. Central Coalfields Limited,
Darbhanga House,
Dist.: Ranchi, Jharkhand – 834001

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

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the 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 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 of20... 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 of20.....

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 the month of.....20..., between, on one hand, Coal India Limited/Subsidiary Cos. Acting through Shri, Designation of the officer, (hereinafter called the "BUYER/Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Section I - 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 offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign 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 Indian agents of Foreign supplier shall be as per the provisions at Annexure-XVI(a) of this document.*

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor

(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 CMD, Central Coalfields Limited.

(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 CMD, Central Coalfields Limited 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 CMD, Central Coalfields Limited 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 CMD, Central Coalfields Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, Central Coalfields Limited has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 – Pact Duration

This Pact begins when both parties have regally 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 CMD, Central Coalfields Limited.

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 the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Guidelines for Indian Agents for Foreign supplier

1. Authorised Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorised Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization; signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation/registration etc. along with the offer. The firm (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 this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/quote in the same tender. Also one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

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

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

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

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

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'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.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 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 L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 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 L1 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, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, 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.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the 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, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring 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 all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. 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.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- 10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

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13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

Tel: 23063211

rajesh.gupta66@gov.in

No. 00HMM/16/11/0012/2021-Materials Management Division, CIL-COAL INDIA LTD (Computer No. 44338
Recd. 26.03.2021/2021/O/O HEAD OF MM DIVISION, CIL HQ

P-45021/102/2019-BE-II-Part(1) (E- 50310)
Government of India
Ministry of Commerce and Industry
Department of Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan Delhi-110011
Dated March 4, 2021

OFFICE MEMORANDUM

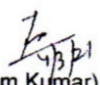
Subject: Clarification for local content calculation PPP-MII Order -reg.

The undersigned is directed to refer Public Procurement (Preference to Make in India) Order dated 2017, as amended on 16.09.2020 regarding purchase preference for local manufactured items in Public Procurement.

2. References have been received in this department from various procuring entities wherein procuring entities have sought clarification as to whether the bidders offering imported content can claim themselves as Class-I local/Class-II local suppliers claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

3. In this regard it is clarified that the 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.

4. This issues with the approval of competent authority.


(Pritam Kumar)

Under Secretary to Government of India
E-mail: pritam.k@gov.in
Ph :- 011-23601306

To
All Ministries/Departments of Government of India

ON THE LETTER HEAD OF OEM**Verification of Local Content against
Public Procurement (Preference to Make in India) Order, 2017 – Revision****Tender No.: CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22**

We..... the Statutory Auditor or Cost Auditor (**strike out whichever is not applicable**) of M/s....., Address..... hereby confirm in respect of quoted item(s) that amount of value added in India [which is 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 is equal to _____% (**mention the percentage of local content in the offered items**) & meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier' (**strike out whichever is not applicable**) prescribed under Public Procurement (Preference to Make in India) Order, 2017- Revision, Dated 16th September, 2020.

Also, it is hereby confirmed that M/s..... is/are not serving debarment from any procuring entity for violation of this order at the time of tendering.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

Date: (Signature of Statutory Auditor or Cost Auditor of Company)

Above format applicable in case of Companies

OR

We..... the Practicing Cost Accountant/Practicing Chartered Accountant (**strike out whichever is not applicable**) hereby certify that M/s....., Address..... in respect of quoted item(s) that amount of value added in India [which is 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 is equal to _____% (**mention the percentage of local content in the offered items**) & meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier' (**strike out whichever is not applicable**) prescribed under Public Procurement (Preference to Make in India) Order, 2017- Revision, Dated 16th September, 2020.

Also, it is hereby confirmed that M/s..... is/are not serving debarment from any procuring entity for violation of this order at the time of tendering.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

Date: (Signature of Practicing Cost Accountant/Practicing Chartered Accountant)

Above format applicable in case of other than Companies

Note: In this case of procurement for a value in excess of Rs.10 Crores, 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 (if the OEM is a company) or from a practicing cost accountant or practicing chartered account

Self-Certificate
(In case bidder is a Startup Entity)

We hereby certify that our entity:

- 1) has not been incorporated for more than 10 years,
- 2) is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation,
- 3) has not formed the entity by splitting up or reconstruction of a business already in existence and
- 4) Our annual turnover has not exceeding INR 100 Crore in any preceding financial year.

Date:

Signature of the Bidder

Seal of the firm

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

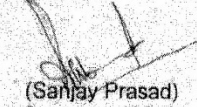
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js_pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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-

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; 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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) 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(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the 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;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) 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 or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) 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.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

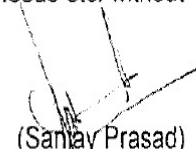
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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686145/2021/O/O CHAIRMAN SECRETARIATE, CIL HQ

No. F.18/37/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan,
New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

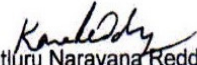
Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of Works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i 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".
- ii 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.

4. This is issued with the approval of Secretary (Expenditure).


Kotluru Narayana Reddy
Deputy Secretary to the Govt. of India
Tel.: 24621305
Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

**Certificate regarding Procurement from a Bidder of a country
which shares a land border with India**

Tender No.: CCL/MMD/CM(MM)/Rear Dump Truck 60T/81/2021-22

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandum and Office Orders issued by Department of Expenditure, PPD, Ministry of Finance, under F.No.6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”

OR

However, if any Local Supplier falls in the category of bidders as indicated in the Definitions clause at sl. no. 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement No. 1) dt.23.07.2020, should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandum & Office Orders issued by Department of Expenditure, PPD, Ministry of Finance under F.No.6/18/2019-PPD and we hereby certify that our firm is from such a country and has been registered with Competent Authority (specified in Annexure-I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23.07.2020) and further certify that our firm fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.”

Date:

Signature of the Bidder

Seal of the firm

N.B.:

1. To choose any one of the above mentioned conditions, whichever is applicable.
2. **In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above mentioned certificates.**

Details of Bidder

Sl. No.	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of the Bidder	
3	Registered office address of the Bidder	
4	Phone/fax/email id of registered office	
5	Name & Full Address of Manufacturer (If bidder is Indian Agent/India office/ Indian Subsidiary)	
6	Name & designation of person signing LOB and Pre-Contract Integrity Pact	
7	Phone /Cell no/email id of person signing LOB and Pre-Contract Integrity Pact	
8	Nature of company (PSU/Private/Partnership/ others)	
9	Ownership details of the bidder's business entity (Proprietorship/ Partnership/ Joint Stock Co/Others)	
10	Details of location of works. (Complete address and Phone nos.)	
11	Details of location from where the materials are supplied. (Complete address and Phone nos.)	
12	Country of Origin of the offered materials.	
13	Details of locations from where After Sales Service is provided. If applicable. (Complete address and Phone nos.)	
14	GST REGISTRATION/EXEMPTION CERTIFICATE & GSTIN (Notarized and Documents as per NIT Clause as applicable) Applicable only for Indian Bidder	(i) GST REGISTRATION/EXEMPTION CERTIFICATE *Uploaded/Not uploaded (ii) GSTIN: (iii) Type of GST:
15	MSEs to provide UAM (Udyog Aadhar Memorandum) (All pages of UAM to be uploaded by the MSE bidder) (<u>Mandatory to avail benefits as per Public Procurement Policy of MSE's Order, 2012</u>)	
16	MSEs to indicate whether eligible for the special provisions as per Public Procurement Policy for (MSEs) owned by Women/SC/ST entrepreneurs.	
17	If any other charges, taxes, cess is quoted in BOQ, the details of the same may be given.	
18	RXIL TReDS platform registration details, if any (For MSME bidders only which registered on TReDS platform through RXIL)	

Date:

Signature of the Bidder
Seal of the firm

Check list of Documents to be uploaded in Technical Bid

Technical Specification Parameters: All the following specified documents are to be uploaded by the bidders.

Item Sl. No.	Technical Specification Parameter		Scanned copy of Information & Documents (Self authenticate d) Indicating the Document's Name and No of pages
	Clause No	Details of Document	
1	A.2 I: Supplementary item:	Bidder to upload list of comprehensive tools & special tools with make and Model provided for erection, commissioning, and maintenance & repair of offered Equipment as per NIT requirement & Undertaking in line with NIT.	
2	A.2 II: Supplementary item:	Details of First fill of all Oils, Grease and Lubricants needed for test, erection and commissioning of equipment. However, this will not include fuel.	
3	A.2 III: Supplementary item:	Bidder to upload Detail list of a) all the filter elements along with O-rings/Gaskets pertaining to all system of equipment including standard engine filters required shall be delivered with Spare Parts and consumables adequate, initially, for 12 months operation i.e. for 5000 working hrs., indicating their schedule of change, quantity per change, total quantity and application and b) all filter elements along with O-ring/Gasket pertaining to all system of equipment including standard engine filters required with spare parts and consumables for balance period of forty eight (48) months {beyond the warranty period of the equipment} of the total guaranteed period of Sixty (60) months from the date of purchaser's Acceptance certificate, shall be delivered periodically in not less than twice annually as per the breakup furnished in the bid.	
4	A.3.(a) & (b): Information and Drawings	Bidder shall upload a undertaking that Service/Shop Manual, Operating Repair and Maintenance Manuals and Spare Parts Manuals as per clause-A.3.(a) & A.3.(b) respectively of NIT will be supplied with the offered equipment.	
5	A.3.(c) & A4: Information and Drawings/Erection/ Assembly, Commissioning & Performance Testing:	Bidder shall upload a undertaking that PERT chart & other technical data/ drawings and Performance Testing certificates as per clause-A.3.(c) and A.4 of NIT has been uploaded/furnished.	
6	A.5 Training:	Bidder shall upload a undertaking that a). The bidder shall make available experienced personnel to conduct training of engineers, supervisors, technicians and operation personnel for specified period as mentioned in "Schedule of Requirement of Services" as per NIT. b). The bidder shall impart training to CIL personnel, in addition to the contractual training provision, after completion of warranty period but at any time within the contractual period, as per NIT.	
7	B.6.1b: Brought out Assemblies & Sub-assemblies:	The bidder is required to upload details such as make, model code and vital technical parameters of all major bought out assemblies/items. The bidder also has to upload a certificate indicating therein that "All other components not identified/mentioned herein are manufactured by the bidder at their works exclusively i.e. the components are proprietary of the bidder's firm."	

8	B.6.2: Provisioning of Spare Parts:	B.6.2.1 The bidders have to upload the list of (i) all operational, maintenance and standby/contingency spare parts, consumable items, wear materials, maintenance tools and special tools for Sixty (60) months from the date of issue of the Acceptance Certificate per equipment wise and (ii) The schedule of supply of spares and consumables shall as indicated in Schedule of Requirement, Section-V. In addition, the Supplier shall provide Spare Parts and Consumables for Commissioning. The supplier shall submit five (05) separate schedules showing spare parts and consumables proposed to be supplied by them in each 12 (twelve) months period from the date of commissioning of equipment project-wise in order to comply with the provisions herein contained. B.6.2.2 In the event that the Spare Parts and Consumables, as recommended by the Supplier, in any way fall short of actual requirements during the period for which they are said to be adequate, the supplier shall provide such additional Spare Parts and Consumables as are necessary at the final destination. Such additional Spare Parts and Consumables shall be provided by the Supplier to the Purchaser free of all cost and shall be transported to Site by air freight internationally and by air, rail or fast road transport within India.	
9	B.6.4: Lifetime Spares:	The bidder has to upload undertaking and guarantee 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.	
10	B.6.5: Oil, Lubricants and fluids:	The bidder has to upload a detail schedule of all necessary oils, lubricants, fluids for the operation and maintenance of the equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the same and reference number of an equivalent available in India considered being acceptable by the supplier.	
11	B.7.2.2: Performance Guarantee:	The bidder shall upload a schedule of maintenance required to carry out Routine Servicing & Maintenance & Planned Preventive maintenance Program as per NIT clause B.7.2.2(a) and B.7.2.2(b) and shall state the number of manpower and hours per day required to carry out each maintenance task.	
12	B.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 accepted 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 the comprehensive responsibility lies only with the Equipment Supplier although components may be supplied by different suppliers to the Bidder. Bidder to upload Composite Warranty/Guarantee Certificate as per the content of this clause.	
13	B.10 Special Condition and Provenness Criteria :	Bidder to upload documents related to Eligibility and Provenness Criteria as per Clause B.10 of Special Condition and Provenness Criteria as mentioned in Technical Specification.	Scanned copy of documents (Self

14	B.11.1 : Quality Assurance	The Supplier shall upload legible (preferably printed) Quality Assurance Plan (QAP) details for various stages of manufacture duly authenticated by the Authorised Quality department personnel. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9000 or latest. Bidder to upload Notarised valid ISO 9000 or latest certificate also.	certified and attested by Notary public)
15	C.2: References	Documents showing compliance of safety and safety related devices as per a). DGMS Notification Dt.1.10.2018 in the Gazette of India regarding safety features and devices to be provided in HEMM. b). DGMS Circular no: 06 dated: 27.02.2020.	Scanned copy of Information & Documents (Self authenticate d) Indicating the Document's Name and No of pages
16	Clause no. C.4.1 : Engine a. (para three)	Bidder to upload the emission compliance/ certification certificate for BS-IV or EPA Tier- II (or Higher) or equivalent from engine manufacturer for the offered Equipment.	
17	Clause no. C.4.2.1: Transmission	Bidder to upload detailed features of transmission fitted on the offered Equipment as per the content of this clause.	
18	Clause no. C.4.2.1 : Transmission	Bidder to upload detailed features of filtration system of transmission fitted on the offered Equipment as per content of this clause.	
19	Clause no. C.4.11 : Fuel Tank	Bidder to upload verification calculation for the sufficiency of tank capacity for 16 hrs of continuous operation without refilling as per NIT requirement.	
20	C.4.13 Automatic Fire Detection and Suppression System (AFDSS):	Bidder shall submit-- a. a schematic drawing indicating Plan of the system with relative position of items to be protected from different class of fire. b. The details of the system showing that the AFDSS shall operate/ be actuated automatically only in active fire zone/areas. c. Details including Number, location and type of nozzles d. 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.	
21	C.4.14 Fire Extinguishers:	Bidder shall submit a Certificate as an undertaking that, a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of equipment along with other documents, for Fire Extinguishers, including Materials and Chemicals used in fire suppression system from any Government or Government approved Laboratory in compliance with relevant Indian Standards as per DGMS Circular No. DGMS (Approval) Circular No. 02 dated 08th July 2013.	
22	C.5 Safety Features:	Bidder shall submit – a). a Certificate as an undertaking that all safety features and devices, as per the latest DGMS Circulars/Orders/Notifications applicable for the HEMM/ equipment, are incorporated in the equipment. Also, submit details of ways of their implementation. b). a self certificate explicitly stating that any one of the features fitted in the dumper shall provide additional protection to the operator and it shall not affect the normal operation of the dumper on the gradients and its steerability, loading or dumping operations.	

23	C.10. Expected Life of Major Assy:	The supplier shall furnish the expected life of the following major assemblies/ sub-assemblies based on data from operating fleet of offered model Major Assemblies a. Body Chasis b. Engine c. Transmission d. Differential e. Final Drive NOTE- Expected life means before overhaul. Expected Life (in Hours)																			
24	C.11.1 General a)	Number of similar models supplied during the last five years. The information shall be given in the format as below and in the order of most recent first in chronological order <table><tr><th>Company</th><th>Mine Name</th><th>Mine Location</th><th>Mine Type</th><th>Sl. Number of machines</th><th>Model & Capacity</th><th>Commissioning Date (DD/MM/YY)</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							Company	Mine Name	Mine Location	Mine Type	Sl. Number of machines	Model & Capacity	Commissioning Date (DD/MM/YY)						
Company	Mine Name	Mine Location	Mine Type	Sl. Number of machines	Model & Capacity	Commissioning Date (DD/MM/YY)															
25	C.11.1 General b)	Details of standard, special tools or any other tools to be provided with the equipment, with details e.g. Quantity, size/capacity, model/part number etc.						Scanned copy of Information & Documents (Self authenticated) Indicating the Document's Name and No of pages													
26	C.11.1 General c)	Details of erection programmes for the bid i.e. PERT chart for the bid showing activities and days required to carry out each activity.																			
27	C.11.1 General d)	Details of nearest Depot/Warehouse and details of Service Facility at the nearest location of service centre available for the present offer.																			
28	C.11.2 Technical Details a)	Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to ISO 9249 with test bed data from manufacturer of Engine or OEM. (photocopy & over-writing on the submitted documents will not be accepted)																			
29	C.11.2 Technical Details b)	Maximum speed determined according to ISO 6014.																			
30	C.11.2 Technical Details c)	Latest Rim-pull - Speed - Gradeability Curves showing Gross vehicle weight, engine power, transmission gear ratio, size of tyre fitted, Axle reduction etc. of the offered Dumper clearly indicating: Driving speed fully loaded up 14% effective grade.																			
31	C.11.2 Technical Details d)	Latest Retarding performance chart showing Gross vehicle weight, engine power, transmission gear ratio, size of tyre fitted, Axle reduction etc. of the offered Dumper model, in accordance with ISO 10268 for continuous grade distance, clearly indicating: Maximum constant speed fully loaded down 10% effective grade.																			
32	C.11.2 Technical Details e)	Calculations determining the time for the operating cycle specified in clause 11.3.12.																			
33	C.11.2 Technical Details f)	Results of service and secondary brake stopping tests carried out according to ISO 3450, in the following format :																			

		<table border="1"> <tr> <th>Braking system tested</th><th>Slope (%)</th><th>Machine speed (km/h)</th><th>Stopping distance (m)</th></tr> <tr> <td>Service</td><td></td><td></td><td></td></tr> <tr> <td>Secondary</td><td></td><td></td><td></td></tr> </table>	Braking system tested	Slope (%)	Machine speed (km/h)	Stopping distance (m)	Service				Secondary				
Braking system tested	Slope (%)	Machine speed (km/h)	Stopping distance (m)												
Service															
Secondary															
34	C.11.2 Technical Details g)	Turning diameter as defined in accordance with ISO 7457.													
35	C.11.2 Technical Details h)	Detail technical description of all system of the dumper including circuit diagrams of Hydraulic System, Air System, Electrical and Electronic System (If any).													
36	C.11.2 Technical Details i)	Detail technical description of Electronic Control Module used, its integration with other components of power train, details of data capturing (active, intermittent & calculated) & full feature, Diagnostic Tool's software version, data storage capacity & features and Payload Monitoring System fitted in the Dumper.													
37	C.11.2 Technical Details j)	Layout drawings and detailed technical descriptions of hydraulic systems and components.													
38	C.11.2 Technical Details k)	Details of major bought out assemblies and sub-assemblies including manufacturer's name & full address, type, model etc.													
39	C.11.2 Technical Details l)	Comprehensive commercial literature specifications, the content of which must comply with ISO 7132.													
40	C.11.2 Technical Details m)	Operation and Maintenance manuals in accordance with ISO 6750 as indicated in clause A-3 of section VI.													
41	C.11.2 Technical Details n)	Details and layout of Automatic lubricating system.													
42	C.11.2 Technical Details o)	Details and layout of Automatic fire detection and suppression system.													
43	C.11.2 Technical Details p)	Details of rear vision system													
44	C.11.2 Technical Details q)	Details of proximity warning device.													
45	C.11.2 Technical Details r)	Calculations and drawings verifying the body capacity.													
46	C.11.3. Dimensions, Weights and Performance Details	11.3.1 Dimensions a) Maximum overall length (m) b) Maximum overall width (m) c) Maximum height, without body (m) d) Maximum height, with body (m) e) Loading height (m) f) Dump height (m) g) Discharge height (m) h) Maximum body depth (m) i) Body target area (inside length and width at top) (m ²) j) Wheelbase (m)	Bidder to upload the Data Against Clause C.11.3 (C.11.3.1 to C.11.3.12) in a separate sheet duly												

		11.3.2 Weight Distribution a) Empty vehicle (kg) Front axle (kg) Rear axle (kg) Total (kg) b) Loaded vehicle (kg) Front axle (kg) Rear axle (kg) Total (kg) (c) Payload (kg)	authenticate d Bidder to ensure that all details given in Technical Parameter Sheet are same as /tallied with that of Technical Description s, literature and in other documents like graphs, charts, drawings, calculations etc. submitted / uploaded as document. Bidder has also ensured that no different value has been provided against any of the same type of specification parameters.
		11.3.3 Engine a) Manufacturer and model b) Number of cylinders c) Bore d) Stroke e) Displacement (litre) f) ISO net power at.....r/min (kW) g) Maximum torque @rpm (Nm) h) ECM/ alternate - Make, Model & data storage capacity i) Diagnostic tool's make, Model, Software version, data storage capacity & features j) Laptop make, model, memory capacity & other relevant details for diagnostic purpose/features	
		11.3.4 Mechanical Drive System I. Transmission a) Manufacturer & Model b) Type c) Number of gear speeds, forward and reverse d) Travel speeds, forward and reverse II. Differential a) Type & Make b) Ratio III. Final Drive a) Manufacturer & Model b) Type c) Ratio	
		11.3.5 Suspension I. Front a) Type & Make b) Stroke c) Load - deflection rate, loaded and empty II. Rear a) Type & Make b) Stroke c) Load - deflection rate, loaded and empty	
		11.3.6 Steering a) Type & Make b) Emergency steer method details	

		11.3.7 Brakes 11.3.7.1 Service brakes: Make & Model/Assembly number I. Front a) Type b) Actuating system II. Rear a) Type b) Actuating system 11.3.7.2 Emergency brakes a) Type b) Actuating system 11.3.7.3 Parking brake a) Type b) Actuating system 11.3.8 Retarder a) Type b) Actuating system 11.3.9 Tyres a) Manufacturer b) Size and type c) Tread details d) Rim Size e) TKPH 11.3.10 Hydraulic System a) Make & model, number, flow rates, operating pressures of pumps b) Make & model, number, piston diameters, stroke lengths of cylinders c) Relief valve operating pressures 11.3.11 Electrical System a) Starter make and model b) Alternator make and model and rating d) Batteries, numbers, make & rating (Ah or CCA, voltage) e) Lighting details (number, type, location & power rating) 11.3.12 Operating Cycle The operating cycle, for which the bidder shall provide the information required in clause 11.2 (e), shall be: Time for hauling, rated payload and returning empty to the place of loading on a haul road of the following profile with a rolling resistance of 2% First 1500 m up a 12% grade, next 200 m level, next 200 m up a 10% grade, last 100 m level. A fixed time of 6 minutes for loading and dumping, shall be added to this time to calculate the total operating cycle
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MANDATE FORM

(Format for Bank Details for Electronic Payment)

To,
The General Manager (MM)/HOD,
Materials Management Department,
Central Coalfields Limited HQ,
Darbhanga House, Ranchi
Dist.: Ranchi, Jharkhand-834001

Sub: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM/RTGS/CBS/INTRA BANK TRANSFER

Dear Sir,

We hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

A. We confirm that we are registered/not registered (Strike out whichever is not applicable) with CCL for e-payment.

(AUTHORISED SIGNATORY)

Name:

(Official Stamp)

Date: (.....)

B. The details for facilitating the payments (if not registered with CCL) are given below:-

1. Name of the Party (Beneficiary):
2. Particulars of the Bank Account:
 - a) Name of the Bank:
 - b) Name of the Branch:
Address:
Telephone No.:
 - c) 9 Digit MICR Code Number:
(As appearing on the cheque issued by the bank)
 - d) IFSC Code:
 - e) Type of account: Savings/Current
 - f) PAN No. of the Beneficiary:
 - g) Account No.:
(As appearing on the cheque book issued by the bank)

(Please attach photocopy of a cancelled cheque for verification of the bank account details)

I/we hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

(AUTHORISED SIGNATORY)

Name

Official stamp

Date: (.....)

BANK CERTIFICATION

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

(Authorised signatory)

Authorisation No.:

Name:

Official Stamp:

Date: (.....)

Signature of the Authorised Official of the Bank

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

No.:

Date:

M/s.

Sub: Certificate of Commissioning of Equipment/Plant

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

(a) Contract No. _____ Date _____

(b) Description and Model of the Equipment/Plant _____

(c) Details of Commissioning:

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

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

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

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

Or

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

(a)

(b)

(c)

(d)

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

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

Signature (s)

Name(s)

Designation(s) with Stamp

Explanatory notes for filling up the commissioning certificate by the Purchaser

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the commissioning of the plant in time, i.e. within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the plant.

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

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