

Bharat Coking Coal Limited

(A Mini-Ratna Company)

Tender No. BCCL/PUR/420067/60T Rear Dumper/OTE/20-21/41

Date:19.08.2020

NIT Document

For Supply, Installation and Commissioning of 58 nos. of 60 US Ton (55 Metric ton approx) Rear Dumpers

Along with

Spares and Consumables for 12 months of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for 36 months guaranty period after warranty period



Bharat Coking Coal Limited

A Mini Ratna Company

(A Subsidiary of Coal India Limited- A Maharatna Company)

Regt. Off: Koyla Bhawan, Koyla Nagar

Dhanbad-826005

Section I - Invitation for Bids

Invitation for Bids (IFB)



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Bharat Coking Coal Limited, a Government of India Undertaking with its registered office at Koyla Bhawan, Koyla Nagar, Dhanbad-826005, India invites online bids through its e-Procurement Portal <https://coalindiatenders.nic.in> from the eligible bidders for Supply, Installation and Commissioning of 58 nos of 60 US Ton (55 Metric ton aprox) Rear Dumpers along with Spares and Consumables for 12 months of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for 36 months guaranty period as described in Section V “Scope of Supply”.

1. The tender document shall be available on the, Central Public Procurement Portal (www.eprocure.gov.in) and CIL’s e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such tender document shall be considered valid for participating in the online tender on CIL’s e- Procurement Portal (<https://coalindiatenders.nic.in>).
2. There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.

3. Details of tender

1	Tender No.	BCCL/PUR/420067/60T Rear Dumper/OTE/20-21/41 dtd 19.08.2020
2	Type of Tender	Domestic Open (Two Bid System with e-Reverse Auction)
3	Estimated value of Tender	Rs. 152.66 Crores (Aprox.)
4	Earnest Money Deposit	Rs. 100.00 Lakh
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Supply, Installation and Commissioning of 58 nos of 60 US Ton (55 Metric ton aprox) Rear Dumpers along with Spares and Consumables for 12 months of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for 36 months guaranty period
7	e-Publishing date of Tender	19.08.2020
8	Downloading of Tender Document:	
	(i) Starts on	20.08. 2020 From 10:00 hours (IST)
	(ii) Closes on	18.09.2020 Up to 10:30 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	20.08.2020 From 10:00 hours (IST)
	(ii) Closes on	28.08.2020 From 17:00 hours (IST)
10	Pre Bid Meeting	Will be done on 01.09.2020 at 11:00 hours (IST) in MM Division , Koyla Bhawan , BCCL HQ, Dhanbad
11	Online Submission of Offers:	
	(i) Start Date and Time	02.09.2020 From 10:00 hours (IST)
	(ii) Last Date and Time	18.09. 2020 Up to 10:30 hours (IST)
12	Due date of Opening of Tenders (Cover-I)	19.09.2020 Up to 11:00 hours (IST)
13	Due date and time of Opening of Cover-II of the Tender and Start of Reverse Auction	Will be done at a later date which will be communicated to the Techno-Commercially acceptable bidders through portal only

Section I - Invitation for Bids

4. 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.
5. 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.
6. 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.
7. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

Office of the General Manager
Materials Management Department
Level-III, Commercial Block,
Koyla Bhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bcclweb.in
Email address: gmmm.bccl@coalindia.in

**General Manager (MM)-HOD
For and on behalf of BCCL**

Section II - Instructions To Bidders (ITB)

Instructions To Bidders (ITB)



Section II - Instructions To Bidders (ITB)

Instructions To Bidders (ITB)

A. Introduction

1. Requirements for participation in e-tenders

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

- a) PC with internet connectivity. It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, BCCL 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 should enroll their name in Coal India's e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder Enrollment". 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 authorised 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. The bidders may also seek help from Mr. Chintan Mahtha at 09431746434 or 24 x 7 Help Desk Number : 0120-4200462, 0120-4001002. E-mail: support-eproc@gov.in.

4. Communication

All communication sent by BCCL 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.

Section II - Instructions To Bidders (ITB)

B. Eligibility of Bidders

5. Eligible Bidders:

Bids are invited from ‘**Class-I Local Supplier**’ and ‘**Class-II Local Supplier**’ as defined under the order no.P-45012/2/2017-PP(BE-II) dated 04th June, 2020. Definition is as under:

‘Class-I Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

‘Class-II Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50%, as defined under the 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.

5.1 The bidders must satisfy any of the following conditions to be considered as eligible bidder against the tender (the bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder):

- ~~i) **Foreign Manufacturers:** Foreign Manufacturers who manufacture the equipment of tendered capacity or higher are eligible to quote against the tender.~~
- ii) **Indigenous Manufacturers:** Indigenous manufacturers who manufacture the equipment of tendered capacity or higher are eligible to quote against the tender.
- iii) **Indian Agent:** 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 and if, subsequently, at any stage, it is found that it has quoted directly to any organization, it shall be liable for penal action as per provision of this Manual. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer’s Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the BCCL 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.

Section II - Instructions To Bidders (ITB)

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

~~v) **Indigenous Manufacturing entity of foreign manufacturer and bidding as indigenous manufacturer:**~~

~~Indigenous / Indian manufacturing entity of foreign manufacturer who have manufactured, supplied and serviced same or similar equipment are eligible to offer having valid legal document / agreement copy with foreign (principal) manufacturer for the equipment being offered. The same shall be valid on the date of tender opening and should remain valid upto supply and commissioning of the equipment. Principal foreign manufacturer shall have to give an undertaking for needful performance of the equipment with the indigenization carried out by the indigenous manufacturer in the quoted model of the foreign manufacturer.~~

~~The bidder & its foreign (principal) manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its lifetime.~~

~~A notarized copy of agreement / MoU should be submitted along with the offer to ensure supply of spares and service support running of the equipment throughout its life.~~

~~5.2 The bidder or its Indian Subsidiary / Office will 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, availability of trained technical manpower etc., training facilities for providing training to BCCL's personnel for the offered capacity and type of equipment.~~

~~In case the bidder does not have the above After Sales Service Support facilities in India, 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 as per relevant clauses in SCC, of the bid document which will be released as per provisions contained in the same clause. 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 fulfilment of contractual obligations including warranty obligations.~~

Section II - Instructions To Bidders (ITB)

6. Collaboration Agreements / Licensee Agreement

(i) **Collaboration Agreements:** In case of collaboration agreements with the principals, the collaboration agreement should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. 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. In the event of termination of collaboration agreement, the principal manufacturer will be responsible for the fulfillment of contractual obligations either by itself or through alternate collaborations /arrangements.

(ii) ~~Licensee Agreement:~~

~~Indigenous/Indian manufacturers who have manufactured, supplied and serviced same or similar equipment are eligible to offer with the license agreement from the company having valid Intellectual Property Right (IPR right) for the equipment being offered. In case of bidder participating under License agreement, the same should be valid on date of tender opening and should also remain valid up to supply, and commissioning of the equipment. The bidder and licensor having IPR rights 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/ MOUs evincing License agreement of the bidder and licensor must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section 17 of the said Act. A notarized copy of License agreement/MOU, duly registered in India as above and an undertaking of bidder and licensor having IPR for the equipment being offered to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded along with the offer. A confirmation from the parent company who controls the IPR that he is permitting the bidder to use the same for the instant tender is required to be submitted with the offer.~~

Note: Qualification Criteria for Bidders

For Equipment: 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 bids have been invited.

For other items: ~~The bidder should be in a position to offer and supply in specific delivery period at least 25% of the total quantity for which the bid has been invited.~~

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

7 Proven-ness Criteria

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

Note: In case of Trial Orders placed by CIL and Subsidiaries, the Trial Order quantities will be considered for provenness.

7.2 In case the quoted model or similar equipment has not been supplied by the bidder 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 one nos. of offered or similar equipment or combination thereof which have been commissioned one years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one years from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at subclause-7.1.

7.3 In case the indigenous manufacturer is quoting the same 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 one nos. of quoted model or similar equipment or combination thereof which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one years from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits 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 upto supply and commissioning of the last

equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

7.4 “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 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 equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied.

7.5 “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)

7.6 Acceptance Criteria for Similar Equipment

I. If the bidder claims provenness of the quoted model based on similar equipment as per sub clause-7.5 above, then the similar equipment should have performed satisfactorily for a minimum period of one (01) years from the date of commissioning along with satisfactory performance of quoted model for a minimum period of one (01) year from the date of commissioning within the window period as indicated above.

II. If the bidder claims provenness of the quoted model based on similar equipment as per sub clause-7.5 above and the similar equipment has performed satisfactorily for a minimum period of one (01) years from the date of commissioning but quoted model has not worked for a minimum period of one (01) year from the date of commissioning within the window period as indicated above, then the offer may be accepted subject to following conditions:

a. (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.

b. (i) The firm will have the option to supply the second lot if they so desire.

(ii) They will submit the additional Performance Bank Guarantee of 100% of total landed value of equipment along with spares & consumables for warranty period for the quantity of second lot also.

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.

[The performance against supply of equipment of first lot only shall be considered for assessing the performance for issuing clearance to supply balance quantity covered in the contract. The performance of second lot (if any) shall not be considered for assessing the performance for issuing clearance to supply balance quantity covered in the contract.]

- 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. The additional 100% Performance Bank Guarantee submitted for the equipment supplied in the second lot, if any, shall be returned after satisfactory performance of all the equipment supplied in second 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:-

A) In case of unsuccessful performance of the first lot of equipment supplied by the firms who qualifies as per above sub clause 7.6.II, the following shall be applicable:

i) The 100% Additional Performance Bank Guarantee for the first lot of equipment submitted as per sub clause 7.6.II (a) (ii) shall be encashed by BCCL. Consequent up on the encashment of 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. Further, in case of unsuccessful performance of the first lot of equipment, 100% Performance Bank Guarantee submitted for the second lot, if any, will also be encashed and the supplier will be advised to take back the equipment of second lot also.

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 both first and second 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 (NCDJ 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) In case of unsuccessful performance of any of the equipment supplied in the second lot, the 100% Performance Bank Guarantee submitted for second lot of the equipment shall be encashed and supplier will be advised to take back all the equipment of second lot. Further, recovery of penalty for non- achievement of guaranteed availability shall also be made. However, the clearance issued for supply of balance quantity of the contract based on satisfactory performance of the first lot, will remain valid. The provisions mentioned under Note (A) (iii) and (iv) above will also be applicable in this case.

8. Cost of Bidding

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

C. Bid Documents

9. Content of Bid Documents

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

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

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

10. Clarification of Bid Documents

A prospective bidder may seek clarification online through CIL's e-procurement portal from the next day of e-publication of NIT. The Purchaser will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the deadline for the online submission of bid. Purchaser's response shall also be put on the CIL's e-procurement portal, after the date of Pre-Bid Meeting (if applicable) as described below but 07 (Seven) days before the last date for online submission of bid.

11. Pre-Bid Meeting (if applicable)

A Pre-Bid meeting will be held at the office of the purchaser on scheduled date & time. The Bidder's authorised representative is invited to attend the pre- bid meeting. Number of persons permitted to attend the Pre –Bid meeting shall be limited to a maximum of 2 (Two) persons per bidder. The purpose of the meeting will be to clarify issues and to answer questions or any matter that may be raised at this stage. Non-attendance at the pre-bid meeting will not be a cause of disqualification however bidders are advised that BCCL expects the bidders to comply with the tenders specifications/ conditions which have been frozen after pre-bid conference, and hence non-conforming bids will be rejected straightaway.

D. Preparation and Submission of Bid

12. Language of Bid

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

13. User Portal Agreement

The bidders have to accept unconditionally the on-line 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. However if the same is found to be wrong or misleading at any stage, bidders will be liable for punitive action. No conditional bid shall be allowed/ accepted.

14. Methodology for online Submission of Bids

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

142 Techno-Commercial Bid (Cover-I): The scanned copies of the following documents will be uploaded in relevant folders in the Techno-Commercial Bid (Cover-I) as mentioned in [Annexure-11], Sample Forms, Sec-VII. **It should be noted that the Cover-I should not contain the price.**

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

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

ii Details of Bidder: The bidder is required to furnish the details as given in [Annexure-3] as part of its offer. If no information is applicable against any serial number, please mention "Not Applicable".

iii. Technical:

- (a) Documents as mentioned in Technical Specifications, Section-VI of the bid document.
- (b) Complete list of consumable spares and consumables required for first 12 months of warranty period from the date of commissioning of the equipment **(without prices)**. This list is to be given per equipment.
- (c) Complete list of consumable spares and consumables required for 2nd to 4th years of operation from the date of commissioning of the equipment **(without prices)** separately. This list is to be given per equipment per year basis.
- ~~(d) In case, bidder is quoting for equipment in foreign currency and sourcing some of the items indigenously in INR for fitment in the equipment during commissioning, complete list of such items **(without prices)** is required to be uploaded. This list is to be given per equipment.~~
- ~~(e) Bidder shall be allowed to quote for composite price of consumable and spares for 2nd to 4th after warranty period year wise separately as per BOQ format.~~

iv. Commercial:

- a) In case of EMD payment by foreign bidders making direct payment into BCCL's Swift Account and in case of other bidders seeking exemption from submission of EMD, the scanned copy of the UTR or Documentary evidence for exemption, as the case may be, will have to be uploaded by the bidder in the e-procurement portal as per provisions provided therein.
- b) Documents establishing bidder's eligibility and qualifications as per Section- II, ITB clause-17.
- c) Duly signed and stamped Pre-Contract Integrity Pact as per Section-II, ITB, and Clause-36 and as per Format given at, Sample Forms, and Section-VII.
- d) Lowest Price Certificate as per Clause-8.2, SCC, Section-IV.
- e) A confirmation that the bidder has quoted for the equipment along with the Spares & Consumables exactly as per the NIT requirement; otherwise the offer is liable for rejection.
- ~~f) A confirmation that details of training charges have been indicated in BOQ 2 folder, as per [Annexure 10], Sample Forms, Section VII **(No rates / prices are to be indicated in this confirmation)**.~~

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

Detailed Technical Specifications of tendered items are mentioned in Section-VI. The Technical Parameter Sheet containing the summarized Technical Specifications/ Parameters in Excel format will be available on CIL's e-procurement portal. This is to be downloaded by the bidders who will furnish all the required information on this Excel file. The Bidder is required to put values under the column "BIDDER'SVALUE" in TPS. TPS mentions Clause No. of Technical Specifications and in some cases detailed descriptions of individual component/ system. Details of each clause are mentioned in Technical Specifications. The details of documents to be submitted in support of values in the TPS are given in [Annexure-11], Sample Forms, Section-VII and Technical Parameter Sheet (TPS). Authenticated and Scanned copies of documents are to be submitted in named folders as per check list of [Annexure-11]. All the folders must contain at least one (01) document. **NO FOLDER SHOULD BE LEFT BLANK.** All these folders shall be uploaded along with the TPS during Bid submission. Incomplete template or the templates not submitted as per the instructions given will be rejected.

TPS will also contain a separate sheet named as "Commercial Parameter Sheet" (CPS), which will also be filled-in by the bidder before uploading TPS. All related documents to CPS are to be uploaded in named folders as per check list of [Annexure-11].

143 Price Bid (Cover-II):

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

BOQ template: The Price Bid containing the Bill of Quantity (BOQ) is in Excel Format will be uploaded during tender creation. The Price Bid/ BOQ comprises following Sheets:

I. BOQ: This is Top Sheet of the Price Bid. Bidders are not required to fill up any data or Price in this sheet. Bidders are only required to fill the name of their firm in the given row.

II. Submission of information/Price in 'Bid_INR': The Price bid/BOQ containing the above Sheets in Excel File will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. The Price-bid will be in item-wise Rate BOQ format and the bidder may quote for any or all the tendered items and the L-1 will be decided for each item separately. 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.

Thereafter, the bidder must upload the same Excel file during bid submission in Cover-II.

III. Price of Special Tools (If quoted separately): In case bidders are quoting price separately for Special Tools, they should indicate the Per equipment cost for Special Tool in the relevant col./ space of Bid_INR sheet.

IV. Bid Warranty: – In this sheet bidders are required to indicate the details of Spares & Consumables for first warranty year with Price as per requirement of the NIT. Quantity and Unit rate of items/ spares must be indicated. ~~Currency in which prices are indicated in this sheet must be specified at the relevant space.~~ Total Cost (Basic) of the offered Spares & Consumables for first warranty year is to be filled in corresponding space provided in the ‘Bid_INR’ sheet.

V. Bid Beyond Warranty: – In this sheet bidders are required to indicate the details of Spares & Consumables for 3 Guaranty years (from 2nd, 3rd, 4th years) beyond warranty period with price as per requirement of the NIT. Quantity, Unit of Measurement and Unit rate of items/ spares must be indicated. ~~Currency in which prices are indicated in this sheet must be specified at the relevant space.~~ Total Cost (Basic) of the offered Spares & Consumables for 3 Years beyond warranty period with price is to be filled in the ‘Bid_INR’ or ‘Bid_Other’ ~~depending on the currency in which these spares has been offered.~~

Note: In case, the applicable rate of GST is different for different Spares & Consumables (Supplementary items), the bidders are required to mention the applicable rate of GST for each item and calculate the GST Amount on Extended Value. Then, the corresponding ratio (in %age) of total GST to total extended value is to be mentioned in relevant column of BID_INR or Bid_Other. For example:

Sl. No.	Part No.	Description	UoM	Qty	Unit Rate (in INR)	Extended Value (in INR)	Applicable Rate of GST (in %age)	GST Amount on Extended Value (in absolute value)
1	AA	Spare Parts	Nos.	10	1000	10000	28.00%	2800
2	BB	Consumables	Nos.	10	500	5000	18.00%	900
		Total				15000		3700
"Applicable Rate of GST" to be filled = $(3700 / 15000) * 100 = 24.67\%$								

NOTE: The price for determining status of the bidders shall be automatically calculated by the system based on the inputs 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. BCCL 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” of Equipment is indicated as 0.00 / Nil, the Bid shall be treated as non-responsive for that item. **The procurement shall be made only from the bidders registered under GST. As such for participation in this tender bidders must be registered under GST.** If bidder is eligible for lower than the normal rate or bidder has opted for composition Scheme, then bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents along with certificate of practicing CA/CMA/CS clearly mentioned that Bidder is eligible to opt the composition/ any other scheme/exemption and fulfilled all the condition as mentioned in notification in this regard.

Bidder opted for composition scheme is not allowed to quote GST rate in BOQ/Price Bid as Bidder opted for composition scheme is not entitled to claim GST from customer (BCCL) under section 10 of GST Act 2017. However, INPUT TAX CREDIT will not be available to BCCL if bidder has opted composition scheme to deposit GST under section 10 of CGST Act, 2017.

- 144 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.
- 145 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.
- 146 In case bidders upload copies of registration certificate of NSIC/BIS License and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be duly attested by a Notary Public.
- 147 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.
- 148 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.
- 149 **Submission of Forged/Tampered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statements made in the bid as well as documentary support of such statements submitted with online bid against the tender, BCCL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, BCCL 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 BCCL 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 lay with the bidder and BCCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in BCCL for future tenders. The penal action may include termination of contract/ forfeiture of all dues including EMD/Security Deposit/ banning of the firm along with all partners of the firm as per provisions of tender document/Purchase Manual of CIL/Provisions of law in force. Further, suitable action may be taken for claiming damages from the bidder.

15. Period of Validity of Bids

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

16. Earnest Money Deposit (EMD)

A. Submission of EMD:

I. In Indian Rupees (INR):

The value of the Earnest Money to be submitted by the tenderer shall be Rs.100.00 Lakhs (Approx. Rupees Hundred Lakhs only). The Earnest Money has to be deposited online only within the last date and time for submission of online offer, failing which the online offer will not be considered.

Earnest Money can be deposited by following modes only:

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

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

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

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

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

II. In US Dollar(USD):

~~The value of EMD to be submitted by the foreign bidder shall be USD 140,000/- [USD Hundred Forty Thousand]. The amount of EMD has to be credited in Purchaser's Bank Account within the last date and time for submission of online offer, failing which the online offer will not be considered.~~

~~Foreign bidders will have to remit the EMD of USD 140,000.00 directly to the Purchaser's Bank Account mentioned below:~~

~~**Account Name:** Bharat Coking Coal Limited~~

~~**A/C no:** 10976597794,~~

~~**Bank:** State Bank of India,~~

~~**Branch:** Dhanbad Branch,~~

~~Bank More,-~~

~~Dhanbad-826001~~

(Jharkhand State), India
Branch Code: 00066
Swift Code: SBININBB388

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

~~The remittance of EMD of **USD 140,000.00** to the above Bank Account shall be the net remittance excluding all commissions, costs and charges levied by the remitting foreign and Indian banks. In case of refund of EMD submitted in USD, all charges towards such refund shall be borne by the Purchaser.~~

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

Notes:

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

B. Exemption from submission of EMD:

Start-Ups and State/Central Government Organisations/PSUs, valid NSIC registered firms (for the tendered items), valid Ancillary Units of the Purchaser (for the tendered items) and Micro and Small Enterprises [MSEs] (for the tendered items) 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
2	NSIC registered Firms	Valid and Complete NSIC Registration certificate for the tendered items attested by Notary Public
3	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate for the tendered items attested by Notary Public
4	Micro and Small Enterprises [MSEs]	Public Notary Attested copy of any of the following documents:- Registration certificate for the tendered item issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Or Udyog Aadhaar Memorandum [UAM] issued by Ministry of MSME, Or Entrepreneurs Memorandum (EM-II) signed by DIC.
5	Startup	Public Notary Attested copy of Recognition Certificate from Department of Industrial Policy & Promotion [DIPP].

C. Refund of EMD:

EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.

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

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

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

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

For all such e-Payments, bidder will have to submit Mandate Form as per, Sample Forms,.

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.

D. Forfeiture of EMD:

The EMD shall be forfeited in the following cases:

- a) If the bidder withdraws or amends, impairs or derogates from the tender in any respect during the period of bid validity offered by the bidder; or
- b) In the case of a successful bidder, if the successful bidder fails
 - i) ~~To sign the contract in accordance with ITB clause 33 or~~
 - ii) To submit the security deposit within **30** days from the date of Notification of Award in accordance with ITB Clause-34.1.

17. Documents Establishing Bidder's Eligibility and Qualifications

- A. (i) In case equipment manufacturer is quoting against the tender, it has to upload scanned copies of the following documents with the offer:
 - Commercial Documents
 - a) A write up in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.
 - b) In case of Indigenous manufacturer, GST Registration Certificate.
 - Technical Documents
 - c) Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc.
 - d) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to BCCL's personnel for the offered capacity and type of equipment. Details will also include information whether the above facilities are owned by the manufacturer or its authorised Indian Agent/Indian Subsidiary/Indian Office.
 - e) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.
- (ii) In case Indian Agent is quoting against the tender on behalf of the equipment manufacturer, it has to upload scanned ~~notarized~~ copies of the following documents with the offer:

- Commercial Documents
 - a) A declaration from the manufacturer that they as a matter of corporate policy do not quote directly.
 - b) Tender specific Manufacturer's Authorization as per [Annexure-4], Sample Forms, Section-VII, signed and stamped by the manufacturer to quote against the BCCL Tender, indicating the Tender Reference No. and date.
 - c) A write up in respect of its organization as well as of its principal along with the documents like Certificate of Incorporation/ Registration etc.
 - d) GST Registration Certificate along with GST Registration Certificate of Indigenous manufacturer.
 - e) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.

- Technical Documents
 - f) Documentary evidence to establish that its principal is the equipment manufacturer [as indicated above at A. (i) (c)].
 - g) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to BCCL's personnel for the offered capacity and type of equipment. Details will also include information whether the above facilities are owned by the manufacturer or the authorized Indian Agent.
 - h) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.

- (iii) In case ~~Indian Office or Indian Subsidiary of a Foreign Manufacturer~~ / Indian Subsidiary of an Indian Manufacturer / Indian Manufacturing Entity of foreign manufacturer and bidding as Indian manufacturer is quoting against the tender on behalf of the equipment manufacturer, it has to upload scanned ~~notarized~~ copies of the following documents with the offer:
 - Commercial Documents
 - a) A write up in respect of its organization as well as of its holding/parent company along with the documents like Certificate of Incorporation/ Registration etc.
 - b) Tender specific Manufacturer's Authorization as per [Annexure-4], Sample Forms, Section-VII, signed and stamped by the manufacturer to quote against the BCCL Tender, indicating the Tender Reference No. and date.
 - c) Relevant documents to prove their status as Indian subsidiary of Indian manufacturer/Indian office or Indian subsidiary of the foreign manufacturer/Indian Manufacturing Entity of foreign manufacturer and bidding as Indian manufacturer & document as per proven-ness requirement to be provided by the bidder.
 - d) GST Registration Certificate of all Indian entities
 - e) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening. In case Indian Office or Indian Subsidiary of a Foreign Manufacturer / Indian Subsidiary of an Indian Manufacturer has not completed three financial

years from its inception, the Profit & Loss accounts, as available, are to be uploaded.

- Technical Documents
 - f) Documentary evidence to establish that its holding/parent company is the equipment manufacturer [as indicated above at A.(i)(c)]. Also documents establishing details of manufacturing facility available in India, if any.
 - g) Details of After Sales Service Support facilities in India like Depot/Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to BCCL's personnel for the offered capacity and type of equipment. Details will also include information whether the above facilities are owned by the manufacturer or it's Indian Subsidiary/Indian Office.
 - h) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.
- (iv) The bidder shall upload scanned copies of supply orders, signed and stamped by itself and the Original Equipment Manufacturer (OEM)[Supply order of different subsidiary for an equipment of single OEM will be accepted].~~and duly notarized~~, for the offered model and/ or similar equipment (as the case maybe) received by them from various customers covering at least for the number of machines against which the bidder has claimed to offer proven equipment as per Clause-7, ITB, Section-II of the NIT. In case the bidder is OEM itself, self- certified ~~and notarized~~ copies of supply orders as mentioned above are required to be submitted.
- (v) The bidder is required to upload scanned copies of commissioning certificates for the same machine(s) commissioned against supply order(s) indicated at(iv) above, issued by the respective end users, duly signed ~~and notarized~~ for the total numbers of machines against which the bidder has claimed to offer proven equipment as per the Clause-7, ITB of the NIT.

In case, the commissioning certificates of the end user(s) are not available, the bidder shall give a certificate of Original Equipment Manufacturer (OEM) (or Self certificate ~~duly notarized~~, if the bidder is the OEM), duly signed and stamped, confirming the date of commissioning indicating supply order reference no. & date, model, machine sl. no., date of commissioning (DD/MM/YYYY) and place of commissioning with complete postal address, fax no., e-mail, contact no. and person etc.
- (vi) The bidder is required to upload scanned copy of a certificate, duly signed & stamped by the Original Equipment Manufacturer for "Similar Equipment" as defined in Clause-7.5, ITB, Sec II, if bidder has proposed similar equipment for consideration of the proven-ness of the offered model. In case the bidder is OEM itself, self-certificate as mentioned above is required to be submitted.
- (vii) If similar equipment has been proposed for consideration of the proven-ness of the offered model, the bidder is required to upload the scanned copies of commissioning certificates issued by the respective end user (s), duly signed

~~and notarized~~ for the machines against which the bidder has claimed to be eligible bidder as per NIT in respect of **‘Similar Equipment’ as defined in clause-7.4, ITB, Sec-II.**

In case the commissioning certificates of the end user(s) are not available, the bidder shall upload a certificate of Original Equipment Manufacturer (OEM), duly signed and stamped, confirming the date of commissioning indicating supply order reference no. date, model, machine sl. no., date of commissioning (DD/MM/YYYY) and place of commissioning with complete postal address, fax no., e-mail, contact no. and person etc. In case the bidder is OEM itself, self-certificates as mentioned above are required to be submitted.

- (viii) The bidders should upload scanned copies of the performance report(s) of the end users for above orders ~~duly notarized~~, in respect of offered model and/or similar equipment (as the case may be) supplied by them.
- (ix) In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall upload a self-certification, duly signed and stamped, confirming that the quoted model or similar equipment have performed satisfactorily for a minimum period of 01 years from the date of commissioning of the equipment respectively and the desired parameters of the performance of the equipment stipulated in the supply orders have been met and no warranty / guarantee claim is pending against the supply orders received and copies enclosed by them along with their offer to establish their proven-ness for the quoted Model of Equipment.

In case Authorised Indian Agent/ Indian office/ Indian Subsidiary is submitting the offer on behalf of the Original Equipment Manufacturer, self-certification duly signed and stamped by the principal (i.e. Original Equipment Manufacturer) is to be uploaded regarding performance as mentioned above.

- (x) In case bidder is not in a position to submit the past supply order copies due to confidentiality laws of a particular country, a copy of such laws should be uploaded along with the offer for claiming exemption from submitting the supply order/contract copies and in such cases the bidder should upload a Customers List for the quoted Model of Equipment and/or similar equipment (as the case may be) duly signed and stamped by the Original Equipment Manufacturer ~~and duly notarized~~, clearly indicating the Customer Name & Address, Contract No.& Date, Date of supply and commissioning (DD/MM/YYYY), guaranteed annual availability, if any, as per the performance guarantee clause of the supply order/contract and actual achieved annual availability for minimum 01 year from the date of commissioning (indicating each year availability), for each equipment supplied. In case the bidder is OEM itself, self-certified ~~and duly notarized~~ copies as mentioned above are required to be submitted.
- (xi) In case a bidder has a foreign collaboration, the bidder must upload the documents/ certificates, duly notarized, relating to collaboration with principals, clearly indicating–
 - a) that the collaboration agreement is valid on date of tender opening and shall also remain valid at least up to supply and commissioning of equipment.

- b) that the principal manufacturer will ensure supply of spares & consumables and service support for smooth running of the equipment during its life time.
 - c) The agreements/ MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provision of the Indian Registration Act 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section-17 of the said Act.
- (xii) ~~In case a bidder is an indigenous manufacturer having license agreement with the company having valid IPR rights for the equipment being offered, the bidder must upload the documents/ certificates, duly notarized, relating to their license agreement & IPR rights, clearly indicating—~~
- a) ~~That the license agreement is valid on date of tender opening and shall also remain valid at least up to supply and commissioning of equipment along with a copy of License agreement/MOU, duly registered in India.~~
 - b) ~~The bidder and licensor having IPR rights 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.~~
 - c) ~~The agreements/ MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provision of the Indian Registration Act 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section 17 of the said Act.~~
 - d) ~~A copy of valid IPR rights of the licensor for the equipment being offered.~~
- (xiii) ~~Bidder should upload a self-certified certificate to the effect that the bidder has satisfactorily fulfilled its contractual obligations including warranty obligations for the total equipment supplied by it to the respective customers/end users during last 20 years from the date of tender opening.~~
- (xiv) BCCL reserves the right to verify the authenticity of the documents related to Purchase/Supply orders, Commissioning Certificates, Performance Reports etc. and to obtain performance of equipment directly from the concerned buyers/ customers/ end users of the equipment of the bidder.

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

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

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

18. Deadline for Submission of Bids

- i) Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in Sec-I, IFB.
- ii) The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) In case, 03 (three) bids are not received within originally stipulated time; the due date of tender shall be extended by 2 days automatically by the portal. In case even after one extension of due date by 2 (Two) days, less than 03 (three) bids are received, the due date shall again be extended by another 5 (Five) days by the portal automatically. If, even after granting two extensions (2days + 5 days), less than 03(three) bids are received, tender shall be opened without further extension. No separate corrigendum shall be issued and published by the Tender Inviting Authority for extending the due dates. In case no offer is received, tender will be cancelled.

19. Late Bids

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

20. Modification and Withdrawal of Bids

- a) 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.
- b) No bid can be modified after the deadline for submission of bids.
- c) **Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.**
- d) No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money.

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

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

22. Bid Prices

- 22.1 a) The bidders are required to quote their lowest prices for complete Equipment package along with spares & consumables 1st year warranty period and thereafter Spares & Consumables for a period of 3 years mentioned in Schedule of Requirement–Section-V.

- b) The bidder has to quote for at least 50% of the total tendered quantity as given in Schedule of Requirement–Section-V; otherwise their offer will not be considered. If the 50% quantity comes out to be a fraction, the bidder should quote for the next whole number.
- ~~e) In case of INR offer, the basic price will be FOR Destination price for equipment and for spares & consumables and in case of foreign currency, it will be FOB, port of shipment /CFR/CIF, Indian port/CIP destination basis price for equipment, spares & consumables.~~
- ~~d) Single contract will be concluded with bidder for both Equipment and Consumable Spares and Consumables (Supplementary items) for 1 year of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 3 years.~~
- e) The equipment price shall be inclusive of the total cost towards requirement and services including training as mentioned in the Schedule of requirement/ services, Section-V. However, the details in respect of training charges should be indicated separately, if any. This break up shall be used for deduction purposes only, in case of any default in training as per the given schedule.

~~222 The Foreign Manufacturer shall quote for supply of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 36 months, in foreign currency. The Foreign Manufacturer may also quote for supply of spares & consumables in Indian Rupees (INR).~~

223 In case the bid is submitted by an authorised Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, such bidder must quote for equipment in foreign currency on behalf of its principal/ parent/ holding company and may quote Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 36 months in INR or in combination of foreign currency and INR. Supply of equipment and Spares & Consumables in foreign currency will be made by foreign manufacturer and payment for the same in foreign currency will be made to the foreign manufacturer. Regarding Spares & Consumables quoted by the authorised Indian Agent/Indian Office/Indian Subsidiary in INR, supply of such Spares & Consumables will be made by the authorised Indian Agent/ Indian Office/ Indian Subsidiary and the payment of the same will be made to the authorized Indian Agent/Indian Office/Indian Subsidiary. However, in such case a tripartite contract will be concluded with the bidder, who is an authorised Indian agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, along with the foreign manufacturer.

224 The indigenous manufacturer or its authorised Indian Agent/ Indian Subsidiary shall quote the prices for complete Equipment package along with spares & consumables 1st year warranty period and thereafter Spares & Consumables for a period of 3 years in INR for delivery on FOR Destination basis. For the purpose of the contract, the term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination. The offer should indicate unit prices, discount, if any, and the total price as per the BOQ.

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. BCCL has no obligation to the supplier on these accounts. However, BCCL will provide the supplier upon request, with necessary information for obtaining insurance.

- 225 Indigenous manufacturer shall quote for number of equipment under Normal Customs Duty (NCD) and Project concessional Duty (PCD) as detailed in Sec-V "Schedule of Requirement". They should also indicate the following information, in their offer (in BOQ 2 folder) for equipment with Project Concessional Duty (PCD) only:-
- a) Estimated CIF value of the imported content, if any, both in Indian Rupee and in the specified foreign currency on date of opening of the tender.
 - b) Rate of Customs Duty, IGST and any other cess/duty as applicable on assessable value 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.~~

- ~~226 The prices for Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 36 months, to be quoted in foreign currency by the Foreign manufacturers, shall be quoted on CIP (Final Place of Destination) basis for delivery at final destination with break up as per the BOQ and relevant Annexures of Sample Forms, Section VII and in the following manner:-~~

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

carriers only.

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

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

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

227 Prices quoted by all the bidders for Complete Equipment package along with spares & consumables 1st warranty period and thereafter Spares & Consumables for a period of 3 years after warranty period shall remain firm till supply of these items.

228 Bids submitted with conditional price quotations shall be rejected.

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

23. Bid Currencies

The prices shall be quoted in the following currencies:

- i) **For Indigenous Manufacturer:** For Goods and Services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country.

- ~~ii) **For Foreign Manufacturer:** 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 freely convertible currencies US Dollar, EURO, GB Pound, Japanese Yen and Australian Dollar.~~

~~Foreign manufacturers can quote 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 36 months, in INR also.~~

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

24. Opening of Bids by Purchaser

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

25 Techno-Commercial Evaluation of Tender

- a) Based on the response to TPS templates, the portal will initially evaluate eligible bidders. Subsequently, the bidder's response in TPS will be scrutinized/ verified and evaluated by the concerned departments with the documents uploaded by the bidders to determine whether they are in conformity with the tender document.
- b) Any bid which has not been submitted with the requisite amount of EMD/ Exemption document will not be considered for further evaluation.
- c) During evaluation, shortfall/confirmatory documents, if required, will be sought from the bidders. For this purpose, one chance of 7x24 hours duration shall be given through Shortfall Document. If further clarifications/shortfall documents are required, another chance may be given to the Bidders through confirmatory link, keeping a time frame of 5x24 hours.
- d) Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, and conditionality or reservations.

e) After techno-commercial evaluation of bids, price bids of the techno-commercially acceptable bidders will be opened in the manner described in Clause-24 above. The Techno-commercial bid that is not meeting the NIT requirement will be rejected by the Purchaser.

~~f) **The following penalties shall be imposed on the defaulting bidders**~~

- ~~• If L-1 bidder is a defaulter for part of/ all items for which he is L-1, 100% of EMD amount or Rs.20.00 lakh, whichever is lower, is to be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.~~
- ~~• In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice, failing which, his disqualification will be extended for another 1 year.~~

Note:

* The zone of applicability of penal provisions shall be TIA specific.

** The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.

*** The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions under clause-6.13 of Purchase Manual Coal India Limited 2020.

26 Shortfall / Confirmatory Documents

The Purchaser may ask for shortfall/ confirmatory documents during the evaluation of the bids. Request for documents and the response shall be online and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the Purchaser or submission of any additional documents, not specifically asked for by the Purchaser, will be allowed and even if submitted, they will not be considered by the purchaser.

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

The Purchaser reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

27 ~~Conversion to Single Currency~~

- a) ~~To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.~~
- b) ~~The applicable Exchange rate prevailing on the price bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or data obtained directly from Banks.~~

28 Reverse Auction

Reverse auction process shall be as under:

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform named “Auction BOQ” will be created.
- (b) Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.
- (c) The multi auction template will display only the item-wise L-1 price received, decrement value, starting and end time and exchange rate(s) used for conversion of foreign currency into Indian Rupees, prevailing on the price-bid opening date. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders.
- (d) The L-1 total bid price as defined in clause-29 (E) (c), ITB of the NIT of each item will be “Start Bid Price” for respective item of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
 - i) For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
 - ii) For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.
 - iii) For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.
 - iv) For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off will be made to nearest 1,000;
 - v) For decrement value from Rs.10,001/- to Rs.1,00,000/-, rounding off will be made to nearest 10,000;
 - vi) For decrement value from Rs.1,00,001/- to Rs.10,00,000/-, rounding off will be made to nearest 1,00,000 and soon...
- (g) The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower.

This shall be worked out as under:

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

where DV= Decrement Value (fixed) as indicated in NIT
DV₁= Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range)
L1= Start Bid Price or Current Lowest Price as displayed during reverse auction

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

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

- (h) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by 30 (thirty) minutes in case of any reduction recorded in the last 30 (thirty) minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 30 (thirty) minutes slot.
 - (i) Item-wise H-1 bid will be eliminated during price bid opening, if more than Four techno-commercially acceptable bids are available and those bidders will not be able to participate in the Reverse auction for that item, for which they have quoted H-1 landed cost. If two bidders have quoted the same H-1 landed cost, the bidder who submitted/froze the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, there will be no H-1 bid elimination if H-1 bid is from privileged / preferential category bidder.
- Note:**
If a bidder has quoted under privileged category and the Tender Inviting Authority (TIA) has rejected the status of the bidder's privileged category due to non-compliance to tender requirement, then the bidder will not be treated as privileged category bidder and during price bid opening its bid will be treated as non-privileged / preferential category bidder and will be evaluated accordingly.
- (j) System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall.
 - (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 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 component. The composite price 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 submitted by the bidder along with the initial offer, proportionately reduced and the same will be binding on the bidder.
 - (m) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price-bid, whichever

is lower.

- (n) Since, reverse auction is a sequel to e-tender; the process of finalizing the tender upon completion of reverse auction will be the same as the tender process without reverse auction.
- (o) The Auction bid history shall reflect only the total bid price.
- (p) Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- (q) Purchase Preference: 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 short listed 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.
- ~~(r) Conversion Rate: While evaluating the bids, for conversion of foreign currency in to Indian Rupees, the exchange rate prevailing on the price bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or data obtained directly from Banks.~~
- (s) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- (t) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published in the portal. All bidders shall have the facility to see and get a print of the same for their record.
- (u) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by the Purchaser will form a binding contract between the Purchaser and the bidder for entering into a contract.
- (v) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- (w) If the lowest price received during reverse auction is found unreasonable or it is unacceptable by Tender Inviting Authority (TIA), the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- (x) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RA 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.
- (y) Restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

29. Evaluation and Comparison of the Bids

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

A) **Evaluation of Indigenous Offer for Complete Equipment in Indian Rupees**

- a) The bidder will fill their prices in Indian Rupees and on FOR Destination basis with the break-up for Ex-Works Price of the equipment, Freight and Transit Insurance Charges upto destination, applicable rate of GST on FOR destination price, Erection and commissioning charges and applicable rate of GST on Erection and commissioning charges for an equipment in BOQ-“Bid_INR sheet”.
- b) The rate of GST entered by the bidder in BOQ-“Bid_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-“Bid_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 spares & consumables 1st year warranty period and thereafter Spares & Consumables for a period of 3 years.-**

- a) The bidder shall quote the composite FOR destination prices of Spares & Consumables (unit prices multiplied with the quantity of items) in Indian Rupees as under:
 - (i) For Spares & Consumables for 1st year warranty period, the bidder shall quote FOR destination price of Spares & Consumables required (unit prices multiplied with the quantity of items) for equipment.
 - (ii) For Spares & Consumables for a period of 3 years, the bidder shall quote FOR destination price of all spares and consumables (unit prices multiplied with the quantity of items) required for 2nd, 3rd and 4th year operation from the date of commissioning of the equipment separately.
 - (iii) Total Landed price of all spares and consumables will be arrived at by adding total GST amount on FOR Destination price of all spares & consumables required (unit prices multiplied with the quantity of items) separately for 1st year and for 2nd year, 3rd year, 4th year from year of operation. The total amount of GST shall be mentioned in BOQ template and legally applicable rates of GST for each item of spares & consumables shall be clearly mentioned in Bid Warranty Sheets & Bid beyond warranty sheets.
 - (iv) Total Net Landed Price of all spares and consumables for the equipment will be determined after deducting Input Tax Credit on total GST amount as follows: -

Total Net Landed Price = [Net Landed Price of Spares & Consumables for 1st year warranty period arrived at after deducting Input Tax Credit on GST] plus (+) [Net Landed Price for all Spares & Consumables for 2nd, 3rd and 4th year of operation from the date of commissioning of the equipment] arrived at after deducting Input Tax Credit on GST. Further, Net Present value of Net Landed Price for all spares & consumables will be worked out for evaluation purpose as per NPV rates for 2nd, 3rd, 4th year of operation from the date of commissioning of the equipment indicated in the BOQ separately:-

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 (Final Place of Destination) basis as per the break up given in the format in BOQ-“Bid_Others” 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 quantity of equipment under head “Total amount Other Currency” in BoQ sheet.~~
- ~~3. The Port charges, clearing & forwarding charges and other incidental charges, Inland Transportation & Insurance charges for delivery upto Final Place of Destination, Erection and Commissioning charges and all indigenously sourced items required for fitment in the equipment during its commissioning shall be quoted by the bidder in INR along with applicable GST rate in the appropriate columns. All these components shall be added together to arrive at total INR component. 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 after multiplying by quantity of equipment under head “Total Amount INR” in BoQ 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 and there after Spares & Consumables for a period of 36 months, in Foreign Currency

- ~~a) In case of import offer for all Consumable Spares and Consumables for 12 months of warranty period, the bidder shall quote Total FOB Price, Total Marine freight and Total Marine insurance charges for all Consumable Spares and Consumables (unit prices multiplied by the quantity of items) required for the equipment. For Spares and Consumables for a period of 36 months, the bidder shall quote combined total FOB Price, total Marine freight and total Marine insurance charges of all Composite price of Spares and Consumables (unit prices multiplied by the quantity of items) required for 2nd to 4th year operation from the date of commissioning of the equipment.~~

~~These will be added to arrive at the CIF Price which is also Assessable Value. (The break-up of prices of individual items of Spares and Consumables as indicated above shall be uploaded in Bid_Warranty and Bid_Beyond Warranty sheets of BoQ.~~

- ~~b) The bidder shall quote total Port charges, Clearing & Forwarding charges and other incidental charges and Inland Transportation & Insurance charges for delivery up to Final Place of Destination charges in INR.~~
- ~~e) 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.~~
- ~~d) For Consumable Spares and Consumables for 12 months of warranty period, the net foreign currency component will be carried over to the front sheet under head "Total amount Other Currency" in BoQ1 sheet. Similarly for Spares & Consumables for 36 months after warranty period, the net foreign currency component will be carried over to the front sheet under head "Total amount Other Currency" in BoQ1 sheet after multiplying by the discounting factors to arrive at Net Present value of these spares & consumables for evaluation purpose.~~
- ~~e) The Port charges, clearing & forwarding charges and other incidental charges, Inland Transportation & Insurance charges for delivery up to 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.~~
- ~~f) The net INR component for Consumable Spares and Consumables for 12 months of warranty period will be carried over to the front sheet under head "Total Amount INR" in BoQ1 sheet.~~
- ~~g) The net INR component for Spares & Consumables for 36 months after warranty period will be carried over to the front sheet under head "Total~~

~~Amount INR” in BoQ1 sheet after multiplying by the discounting factors to arrive at Net Present value of these spares & consumables for evaluation purpose.~~

~~h) The Net Foreign currency component so arrived as above shall be converted to INR at the exchange rate prevailing on the date of opening of Price Bid which will then added to the INR component arrived as above to arrive at Net landed price for all Consumable Spares and Consumables for 12 months of warranty period and thereafter all Spares & Consumables for a period of 36 months.~~

Note: 1. The L-1 status shall be decided by deducing 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 BCCL 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. However, no upward revision in GST beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.
3. It shall be responsibility of the bidder to indicate the correct rate of Customs Duty applicable to their goods. If it becomes necessary for BCCL 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 BCCL.

E) Evaluation of Composite Offer of complete Equipment and Spares and Consumables for 1st year of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for a period of 3 years.

- a) Evaluation will be made based on the prices of Equipment and Spares and Consumables for 1st year of warranty period from the date of commissioning of the Equipment and thereafter Spares & Consumables for a period of 3 years.
- b) Evaluation will also take into account Net Present Value (NPV) of Spares & Consumables for a period of 3 years, to be supplied after warranty period of 1 year from the date of commissioning of the equipment. The NPV shall be calculated on ~~average~~ annual rate basis. The discounting factors based on ~~average~~ annual rate to work out NPV of Spares and Consumables will be indicated in the BOQ separately as under:
 - ~~Average~~ Annual rate for NPV for 2nd year of operation from the date of commissioning of the equipment
 - ~~Average~~ Annual rate for NPV 3rd year of operation from the date of commissioning of the equipment
 - ~~Average~~ annual rate for NPV for 4th year of operation from the date of commissioning of the equipment.
- c) The Total Bid Price of each bidder for the equipment will be calculated in the following manner:-

Total Bid Price = Net Landed Price of the equipment **plus**(+) Net Landed Price of Spares and Consumables for 1st year of warranty period 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 from the date of commissioning of the equipment **plus** (+) NPV of Net Landed Price for all Spares & Consumables for 4th year of operation from the date of commissioning of the equipment.

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

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

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

30. Computational Errors

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

31. Contacting the Purchaser

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

E. Award of Contract

32 Notification of Award

32.1 The purchaser will notify the successful bidder that its bid has been accepted.

32.2 The Notification of Award shall be binding on the bidder ~~until a formal contract is prepared and signed.~~

~~33. Signing of Contract~~

~~33.1 Within 30 (Thirty) days from the date after the Purchaser notifies the successful Bidder(s) that its bid has been accepted, the Purchaser will send the successful Bidder(s) the draft copy of the agreements to be signed between the Parties.~~

~~33.2 Within Thirty (30) days of receipt of the draft copy of the agreements, the successful Bidder(s) shall sign the agreement/Contract with the Purchaser.~~

34. Security Deposit

34.1 Within 30 days of the notification of award from the purchaser, the successful bidder shall furnish the Security Deposit in accordance with the conditions of the contract, in the Security Deposit format provided in the Bid Document [Sample Forms, Sec-VII].

34.2 Failure of the successful bidders to comply above requirement of Security Deposit and requirement of ITB clause-33 and 34.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the Earnest Money Deposit.

35. Corrupt or Fraudulent Practices

35.1 The Purchaser requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BCCL of the benefits of free and open competition.
 - (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).

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

35.3 In addition to above, any bidder may be considered for Banning of Business for a period of minimum three years in the following cases:

(i) If the Directors, Proprietors, Employees, Partners of any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with BCCL or its Subsidiaries.

(ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law for offences in relation to its business dealing with any State Government/Central Government or any Public Sector Undertaking.

(iii) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, etc.

(iv) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the firm or using any other illegal/unfair means.

(v) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.

(vi) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective /poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.

(vii) Failure to pay legitimate dues to CIL/Subsidiary Companies including dues arising out of Risk Purchase and when CIL and/or its subsidiary Companies are satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.

(viii) Commission of economic offence like evasion of Excise Duty, GST/Sales Tax, Customs Duty, or any other legitimate taxes, levies, duties, etc. imposed by the Government or local authorities etc.

(ix) Continued and repeated failure to meet contractual obligations.

(x) Revision of price and terms of offers within the validity period of the tender on a habitual basis, in order to undermine the decision making process.

(xi) Canvassing and lobbying to get undue favour from the Company.

(xii) Formation of price cartels with other suppliers/contractors with a view to artificially

hiking the prices.

- (xiii) Any other misdeed which may cause financial loss or commercial disadvantage to the Company.

36. Pre-Contract Integrity Pact (Applicable for tender value more than Rs 2 crores)

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 at, Sample Forms, Sec-VII, failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with name and designation of the signatory and witnesses at the last page of the Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person.

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

- i. Shri Aditya Prakash Mishra IRSE (Retd.)
Address: Flat No.-24, Aster-1 ,Vatika City, Sohna Road, Sector-49 , Gurugram-122003
- ii. Shri Gautam Sen , IDAS (Retd.)
Address: Flat no.I-081, Vendanta , Gurugram , Sector-108, Haryana-122001

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

37. Purchase Preference under ‘Make in India’ Policy

Under ‘Make in India’ policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15th June 2017 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry & vide order no.P-45012/2/2017-PP(BE-II) dated 04th June, 2020 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

37.1 In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:

- i Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a ‘Class-I local supplier’, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.*
- ii If L-1 is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is*

still left uncovered on Class-I local supplier, than such balance quantity may also be ordered on L-1bidder.

iii In the procurement of Goods or works , which are covered by above para ii and which are not divisible in nature, 'Class-I local supplier' shall get purchase preference over 'Class-II Local Supplier' as per following procedure:

a. Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a 'Class-I local supplier', the contract will be awarded to L-1.

b. If L1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier', will be invited to match the L-1 price subject to Class-I local supplier's quoting price failing within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching L1 price.

c. In cases 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.

iv. 'Class-II local supplier' will not get any purchase preference in any procurement undertaken by procuring entities.

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

- A. 'Class-I Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.
- B. 'Class-II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50%, as defined under the Order.
- C. 'Local Content' means the amount of value added in India which shall be the total value of the 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.
- D. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

37.3 Verification of local content:

- a. The local supplier Class I & Class II shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect

of suppliers other than companies) giving the percentage of local content in case of procurement of a value in excess of Rs 10 Crores.

- b. The local supplier Class I & Class II shall submit a self-certification that items offered meets the local content requirements for Local Class I/ II supplier mentioning the details of locations at which local value addition is made as per Annexure-10(f).
- c. BCCL may constitute committees with internal and external experts for independent verification of auditor's/accountant's certificates on random basis and in the case of complaints.
- d. False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of three years in line with clause 35.3 of ITB, along with such other actions as may be permissible under law.
- e. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Note: The bidders who claim Purchase Preference under 'Make in India' Policy shall fulfil all requirements of tender document applicable for Indigenous Manufacturer.

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

- a. Minimum 25% of the tender quantity will be procured from MSEs in case they are participating in the tender, provided their quoted price is up to 115% of price of the L1 eligible bidder and they agree to match the L-1 price.
- b. Further, out of this 25%, sub-targets of 5 percent may be procured from MSEs owned by the SC/ST entrepreneurs and 3 percent from women owned MSEs.
- c. Classification of Micro and Small Enterprise is as under:
 - i) Micro Enterprise -Enterprise where the investment in plant and machinery does not exceed Rupees Twenty Five Lakhs.
 - ii) Small Enterprise- Enterprise where the investment in plant and machinery is more than Rupees Twenty Five Lakhs but does not exceed Rupees Five crores.
- d. The MSEs should be registered with District Industries Centers (DICs)/ Khadi& Village Industries Commission (KVIC)/ Khadi& Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) or firms having Udyog Aadhaar Memorandum issued by MoMSME or Entrepreneurs Memorandum (EM-II) signed by DIC, are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order,2012.

The benefits to MSEs under Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 shall be restricted to the unit(s) /plant(s) which are appearing in the registration certificate issued by the above mentioned registering authority. For other units/plants, no benefits under the above policy shall be given.

Further, the bidder will submit an undertaking in the “Commercial Docs” that it will supply the offered items to CIL from the unit/ plant for which it will avail benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

- e. The MSEs owned by SC/ST are classified asunder:
 - i) In case of proprietary MSE, proprietor(s) shall be SC/ST
 - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit
 - iii) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- f. The MSEs are required to upload notarized copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise, SC/ST entrepreneurs, as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by Mo MSME in the folder “Commercial Docs”.
- g. In case MSE is an enterprise wholly owned by Scheduled Caste (SC) or Scheduled Tribe (ST), then SC or ST will have to submit a copy of necessary caste certificate issued by State Authority as per Law, duly notarized by Public Notary, in the folder “Commercial Docs”.
- h. It is necessary for MSEs to upload Public Notary Attested copy of Udyog Aadhaar Memorandum [UAM] issued by Ministry of MSME in the folder “Commercial Docs”, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.

39. Relaxation for MSEs and Start-ups

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

- a) If bidder has 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 purchaser, if needed, may assess the techno- commercial capability of the bidder to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. If required, a techno-commercial team may visit the manufacturing unit of the bidder without any undue delay for quick finalization of the tender.
- b) 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, provided date of such reports is not more than one year old from the date of opening of bids.

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

c) If bidder has submitted documents to prove the startup/MSE status for the tendered item and whose products are ISI marked/DGMS approved/current holding rate contracts with CIL or its subsidiaries for supply of tendered items/ supplied and 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 applicable related documents duly notarized for relaxation:

- Valid BIS Marking License for the quoted items on them.
OR
- Rate contract as issued by CIL/any other subsidiary for the quoted items on them.
OR
- Valid DGMS Approval certificate for the quoted items on them.
OR
- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

The Documents(s)/Certificate(s), by the bidder for ISI marking and DGMS approval for any relaxation should be valid on date of tender opening and a copy of such document/certificate valid on date of supply, duly notarized, must accompany their bills(s).

Note:

1. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.
2. Definition & Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) dated 25.07.2016 of under Secretary, GOI, subsequent amendments, if any.

Definition of Startup (As defined by DIPP) means an entity, incorporated or registered in India:

- Not prior to ten years,
- With annual turnover not exceeding INR 100 Crore in any preceding financial year, and
- 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 INR 100 Crore or it has completed 10 years from the date of incorporation/ registration.

Meaning of the term an “Entity”

- Private Limited Company (under the Companies Act, 2013) or a
- Registered Partnership Firm (under The Indian Partnership Act, 1932) or a
- Limited Liability Partnership (under The Limited Liability Partnership Act, 2008)

FOLLOWING DOCUMENTS TO BE SUBMITTED BY MSEs /STARTUPS FOR PROOF OF ESTABLISHING THE QUALITY ASSURANCE AND TECHNICAL CAPABILITY IN SUPPORT OF THEIR OFFER FOR THE TENDERED/QUOTED ITEM (S):

i) Certificate towards quality assurance & capability from some authority like MSME, NSIC etc. for the quoted items.

OR

ii) Any favorable technical capability reports given earlier to bidder for supply of the tendered item(s) as per the required specification is available, these may be considered, provided the date of such reports are not more than one year from the date of opening of bids.

OR

iii) If bidders have submitted documents to prove Startup/MSE status for the tendered items and whose products are ISI marked /DGMS approved /covered under DGS&D Rate contracts on them /Current holding Rate Contract with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or Subsidiary companies /proven product of the ancillary unit of a subsidiary company of CIL.

They will be required to submit the applicable related documents duly notarized for relaxation.

* Valid BIS Marking License for the quoted items on them OR

* DGS&D Rate contract on them for the quoted items. OR

* Rate Contracts issued by CIL/Any other subsidiary of CIL for the quoted items on them OR

* Valid DGMS approval certificate for the quoted items on them OR

* Proven ancillary certificates issued by subsidiary companies for the quoted items on them

The documents /certificate(S) submitted by the bidder for ISI marking & DGMS approval for any relaxation should be valid as on date for tender opening and a copy of such documents(S)/certificate(S), valid as on date of supply duly notarized must accompany their bill(s).

Following documents to be submitted by MSEs /Startups for proof of being MSEs/Startup for getting relaxation in prior experience/proven-ness criteria:

1. MSEs Bidders have to submit valid documentary evidence (Like UAM, EM Part-II by DIC etc.) for tendered/quoted item(s) as per definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments if any.

OR

2. Startup bidders have to submit valid documentary evidence (like startup recognition documents/startup certificate etc.) for tendered/quoted item(s) as per definition & Eligibility of Startup in line with OM vide letter no. F-20/2/2014 PPD(pt.) dt.25.07.2016 of under Secretary, GOI with subsequent amendments, if any.

Startup bidders have to submit Incorporation/ Registration Certificate of company incorporation certificate (if applicable) and following startup self-certificate:

Startup self-certification

I certify that our entity

- *has not been incorporated for more than 10 years; and*
- *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; and*
- *has not formed the entity by splitting up or reconstruction of a business already in existence;*
- *Our annual turnover has not exceeding INR 100 Crore in any preceding financial year.*

SELF-CERTIFICATE –THE TENDERER SHALL ALSO SUBMIT SELF-CERTIFICATE TO THE FOLLOWING EXTENT ONLINE:

“THE ITEM COVERED IN THE SUPPLY ORDER COPIES ENCLOSED WITH OUR OFFER HAS BEEN FULLY EXECUTED WITHOUT ANY COMPLAINT ON ACCOUNT OF PERFORMANCE OF THE PRODUCTS.”

40. Restrictions on procurement from a bidder of a country which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. [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)].

II. "Bidder" (including the term 'tenderer', 'consultant' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- An entity incorporated, established, or registered in such a country; or
- A subsidiary of an entity incorporated, established, or registered in such a country; or
- An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint 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;
- 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;
 - 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;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Section III- General Conditions of the Contract(GCC)

General Conditions of Contract (GCC)



Section III- General Conditions of the Contract(GCC)

General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) “The Services” means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) “GCC” means the General Conditions of Contract contained in this section;
- f) “SCC” means the Special Conditions of Contract;
- g) “The Purchaser” means the organisation purchasing goods and services, i.e., Coal India Limited;
- h) “The Purchaser’s country” is India;
- i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract;
- j) “CIL” means Coal India Limited or the Subsidiary Company of CIL where equipment is deployed;
- k) “Year” means the Calendar Year

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
 - 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
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Section III- General Conditions of the Contract(GCC)

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

5. Patent Rights

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

6. Security Deposit

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

7. Performance Bank Guarantee

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

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. SCC and 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, 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.

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.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 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.

8.5 Nothing in GCC Clause 8 shall in anyway relieve the Supplier of any warranty or other obligations under this Contract.

~~8.6 Pre-dispatch inspection shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated in Appendix III.~~

9. Packing

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

Section III- General Conditions of the Contract(GCC)

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 in to consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 92 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 SCC, and in any subsequent instructions ordered by the Purchaser.
- 93 Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:
- i. Project;
 - ii. Contract No;
 - iii. Country of origin of Goods;
 - iv. Supplier's name;
 - v. Packing list ref. Number;
 - vi. The gross weight, net weight and cubic measurement;
 - vii. Consignee Name and Address;

NB: One copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

- 101 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 102 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.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured by the supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to Final destination site. The insurance cover should be available for a period of not less than three (3) months after the completion of supply, installation and commissioning at the final destination.
- 11.2 Where the delivery of the Goods is required by the Purchaser on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. BCCL has no obligation to the supplier for arranging insurance. However, BCCL will provide the supplier upon request, with necessary information for obtaining insurance.
- 11.3 Where the delivery of the Goods is required by the Purchaser on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. BCCL has no obligation to the supplier for arranging insurance. However, BCCL will provide the supplier upon request, with necessary information for obtaining insurance".
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Section III- General Conditions of the Contract(GCC)

11.4 Insurance should be 110% of the total landed value inclusive of taxes for equipment or spares & consumables, as the case maybe.

12. Transportation

12.1 (a) Where the Supplier is required under the Contract to deliver the Goods on CIP (Final Place of Destination) basis, transport of the goods to the port of destination or such other named place 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 quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or Insurance Agency. In case of inland transportation of goods, the same is to be done through registered common carriers only.

(b) Marine Freight and Insurance Charges shall be paid at actuals subject to the ceiling of quoted amount. Inland Freight and Insurance charges shall be paid at actuals but not beyond the composite rate/ price quoted under this head.

12.2 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. Inland Freight and Insurance charges shall be paid at actuals but not beyond the composite rate/prices quoted under this head. Transportation of goods is to be done through registered common carriers only.

13. Incidental Services

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

- 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.
- e) Training of the Purchaser's personnel, at project site and manufacturer's training facility available in India.

14. 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
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- ii. following such termination, furnishing at no cost to the Purchaser, the manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere
- c) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and fast moving spares. The provision of Spare Parts by the Supplier to the Purchaser shall be governed by Part C.6 of Section VI (Technical Specifications).

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.
- 15.2 The warranty for equipment shall remain valid for 12 months from the date of Commissioning of the equipment, unless specified otherwise in the SCC. The warranty for spares and consumables shall be 12 months from the date of their fitment unless specified otherwise in the SCC. However in case of those spares and consumables whose life is less than 12 months the warranty will be limited to their respective life. The Special guarantee for different components supplied as spares will be applicable as defined in Equipment specification of the NIT.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser at the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
 - 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
 - 16.3 Payments shall be made by the Purchaser within 21 days after submission of an invoice or claim along with the requisite documents, by the supplier.
 - 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid and accepted by the Purchaser.
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Section III- General Conditions of the Contract(GCC)

17. Prices

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

18. Changes in Order

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

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

19. Contract Amendments

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

20. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

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

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
 - 22.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of the Contract.
 - 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
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Section III- General Conditions of the Contract(GCC)

23. Liquidated Damages

- 23.1. In the event of failure to deliver/dispatch the equipment/store including erection and commissioning within the stipulated date/ period to effect supply 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, Coal India Ltd., 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 along with accessories including erection and commissioning charges which the successful tenderer has not been able to supply, erect & commission 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),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, Bharat Coking Coal Ltd., 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 Bharat Coking Coal Ltd, the balance amount on demand. The supplier shall not be entitled to any gain on any such purchase.
- 23.2. For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

24. Termination for Default

- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22;or
 - (b) if the Supplier fails to perform any other obligations(s) under the Contract ;or
 - (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or
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Section III- General Conditions of the Contract(GCC)

fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the Supplier shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination for default, if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purpose of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

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

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the

Section III- General Conditions of the Contract(GCC)

Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

28. Governing Language

The Contract shall be written in the English language. Subject to GCC Clause-29, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

29. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Republic of India, unless otherwise specified in SCC. Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

30. Notices

- 30.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing. For the purpose of all notices, the following shall be the address of the Purchaser:

**General Manager (MM)-HOD,
Materials Management Department
Level-III, Commercial Block,
Koyla Bhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bcclweb.in
Email address: gmmm.bccl@coalindia.in**

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

31. Taxes and Duties

- 31.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in clause-29 of Sec.-II,ITB.
- 31.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, and license fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in clause-29 of Sec.-II,ITB.
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Section III- General Conditions of the Contract(GCC)

32. Limitation of Liabilities

Except in case of criminal negligence or willful misconduct.

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

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

32.3 However, the limitation of liability of the supplier indicated in clause 32.2 above shall not apply to Liquidated damages, sub clause 23.1 (c), GCC, Sec-III.

33. Provisions of CIL's Purchase Manual

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

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

34.1 In case of disputes arising out of the commercial contracts between Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments), the procedure for settling of disputes shall be through Administrative Mechanism for Resolution of CPSEs disputes (AMRCD) in the Deptt. of Public Enterprises, as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.

34.2 In case of contract with a Public Sector Enterprise or Govt. Deptt., the following Arbitration Clause shall be incorporated in the contract:-

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments), such disputes 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.”

35. Applicability of GST on Penalties

In case of imposition of any penalty like forfeiture of EMD, Liquidated Damages (LD) etc., GST will be charged extra on the amount of penalty.

Section IV- Special Conditions of the Contract(SCC)

Special Conditions of Contract (SCC)

Section IV- Special Conditions of the Contract(SCC)

Special Conditions of Contract

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

1. Security Deposit (GCC clause–6)

- 1.1 The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges.
- 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 and Spares & Consumables for first 12 months warranty period from installation of equipment and thereafter Spares & Consumables for a period of 36 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 and Spares & Consumables for first 12 months warranty period from installation of equipment and thereafter Spares & Consumables for a period of 36 months.
- 1.4 The Security Deposit may be in the form of a Bank Demand Draft/Banker's Cheque or in the form of a Bank Guarantee as per format enclosed at Sample Forms, Section-VII, from a RBI Scheduled Bank in purchaser's country (on a non- judicial stamp paper) within 30 days from date of notification of award.
- 1.5 The Security Deposit shall be in the same currency (ies) in which contract is to be signed. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.
- 1.6 SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule as mentioned above and all of them are in the same prescribed format of SD without linking to any particular equipment.
- 1.7 The Security Deposit Bank Guarantee shall remain valid up to 3 months after the supply and commissioning of all the equipment covered in the contract and will be released within 30 days after successful commissioning of all the equipment covered in the contract and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract, as detailed in clause-2 below. The Bank Guarantee for Security Deposit shall be extended till the Performance Bank Guarantee (s) are submitted by the firm, failing which Security Deposit will be forfeited.
- 1.8 The SDBG issued by issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Ltd.," shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation to either of following banks:

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Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to MM department BCCL.

- 1.9 If the successful tenderer fails to deposit the security deposit within 30 (thirty) days from date of notification of award, or 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 BCCL.
- 1.10 Failure of the successful bidders to comply with the above requirement of Security Deposit shall constitute sufficient ground for the annulment of the award and forfeiture of the Earnest Money Deposit.
- 1.11 **Exemption to the following Firms in India from Security Deposit:** Any Central/ State Government Organizations/ PSUs shall be exempted from submission of Security Deposit.
- 2. Performance Bank Guarantee (PBG) (GCC Clause7)**
- 2.1 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 subsidiary wise. The total landed value of the contract subsidiary wise will be worked out in line with the stipulations indicated at clause -1.2 and 1.3 above. The PBG will be required to be submitted subsidiaries wise to Paying Authority of BCCL.
- 2.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the format attached at Sample Forms, on a non-judicial stamp paper.
- 2.3 The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.

Section IV- Special Conditions of the Contract(SCC)

- 2.4 The Performance Bank Guarantee (s) may be submitted equipment wise to BCCL where the equipment will be supplied. For this purpose, the value of each equipment will be worked out by dividing the total value of contract, worked out as per provisions contained in clauses 1.2 and 1.3 above, by the number of equipment ordered.
- 2.5 The PBG(s) shall remain valid till 3 months after the completion of 48 months period from the date of commissioning of respective equipment covered in the contract.
- 2.6 The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the particular equipment(s).
- 2.7 The PBG issued by Issuing bank on behalf of the bidder in favour of “Bharat Coking Coal Limited” shall be in paper form (Stamp Paper) as well as issued under “Structured Financial Messaging System”. The details of beneficiary Bank for issue of BG through SFMS Platform is mentioned before for SDBG.

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

- 2.8 The release of the Performance Bank Guarantee(s) after above indicated period shall be subject to satisfactory performance of the equipment during 48 months period from the date of commissioning of the equipment and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. Release of PBG for each equipment may be done separately on satisfactory performance of the respective equipment as above.
- 2.9 In case of successful tenderer which does not have the After Sales Service Support facilities in India, as mentioned in Clause 5.2, ITB, Sec-II, Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges as defined in clauses 1.2 & 1.3 above shall have to be submitted to BCCL (HQ). This 30% PBG will be released after establishment of After Sales Service Support facilities in India for the ordered equipment within completion of warranty period of the first equipment commissioned or earlier subject to confirmation of the same by GM Area, BCCL Area where the equipment(s) have been deployed in consultation with GM/HOD (Excavation) BCCL. 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. The total contract period is 12 months from the date of commissioning of respective equipment covered in the contract. This 10% PBG will be released after satisfactory performance of all equipment and fulfillment of contractual obligations.

3. Inspection and Test (GCC Clause8)

- 3.1 Pursuant to Clause 8.1 of the GCC, details of specific inspections and/or tests to be carried out at the Supplier’s works and/or at the Site(s) are given in Section VI, Technical Specifications.
- 3.2 Modify Clause 8.3 of the GCC to read as follows:
Should any inspected or tested Goods fail to conform to the Specifications, including

Section IV- Special Conditions of the Contract(SCC)

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 (30) 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 in respect of Goods, and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

3.3 Add as Clause 8.6 to the GCC the following:

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

4. Delivery and Documents (GCC Clause10)

4.1 Pursuant to GCC Clause10.3:

(a) ~~For Imported Goods:~~

~~Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by email or fax, the 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 a copy of each of 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 BCCL;~~
- ~~iii. Packing list identifying contents of each package;~~
- ~~iv. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;~~
- ~~v. 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

Section IV- Special Conditions of the Contract(SCC)

Purchaser and Ultimate Consignee and deliver a copy of 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);

The above documents shall be received by the Purchaser at least one (1) week before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

5. Incidental Services (GCC Clause13)

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

(a) Erection, Testing and Commissioning

The supplier shall be responsible for the delivery, erection, commissioning and testing of each equipment as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI).

The purchaser will provide necessary facilities like erection tools and tackles etc. (supplied by the bidder as per Clause A2. with the equipment for this purpose), electricity and fuel required for testing only. ~~The cranes required for erection commissioning, all other erection tools & tackles including manpower will be arranged by the supplier as per clause A4, Section—VI.~~

If the supplier fails to commission the equipment within the specified period as incorporated in the NIT, 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 10% of the landed price of equipment along with accessories including erection and commissioning charges.

(b) Tools

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

(c) Manuals

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

(d) Training

Training of the Purchaser's personnel as detailed in the Schedule of

Section IV- Special Conditions of the Contract(SCC)

Requirements (Section-V) and the Technical Specifications (Section-VI). The cost of such Services shall be included in the Contract Price.

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

6. Warranty (GCC Clause15)

6.1 Substitute Clause 15.4 of the GCC by the following:

Upon receipt of such notice, the Supplier shall, within thirty (30) days, replace or repair the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

6.2 Substitute Clause 15.5 of the GCC by the following:

If the Supplier, having been notified, fails to remedy the defect(s) within thirty (30) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7 Payment (GCC Clause16)

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

7.2.1 For Payment of equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment in Indian Rupees:

- i) 80% value of the equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and acceptance of Performance Bank Guarantee valid till 3 months after the completion of 48 months period from the date of commissioning of all the equipment covered in the contract.
- ii) Balance 20% payment including erection & 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 BCCL, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment by the paying authority.

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- iii) Freight and transit insurance charges shall be paid at actual subject to ceiling of the quoted rates/prices.

7.2.2 For Payment of spares and consumables for 36 months after the warranty period of 12 months from the date of commissioning of the equipment in Indian Rupees:

100% value of the supplementary items as per scope of supply and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at consignee's end.

7.2.3 Submission of Documents for Payment in Indian Rupees for equipment

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

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

7.2.4 Submission of Documents for Payment in Indian Rupees for spares and consumables as per scope of supply:

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

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

~~7.3.1. For Payment of equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the 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) a) 80% payment of the net CIF value of the equipment will be made against submission of shipping documents and copy of Performance Bank Guarantee and original copies of acceptance of this PBG and receipted challan/ consignment note of all the consignments, through unconfirmed, irrevocable letter of credit.~~

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~~b) 80% Payment of the INR component of CIP value of the equipment shall be paid along with 80% Payment of the Net CIF value of equipment.~~

~~iii) a) Balance 20% of the net CIF value will also be paid through same unconfirmed irrevocable, letter of credit against 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 BCCL, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment by the paying authority.~~

~~b) 20% Payment of the INR component of CIP value of the equipment shall be paid along with 20% Payment of the Net CIF value of equipment.~~

~~iv) The Marine freight and Marine Insurance charges shall be paid at actual subject to ceiling of the quoted amount~~

~~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, only after receipt of Security Deposit by the supplier.~~

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

~~The Inland freight and Insurance charges shall be paid at actual subject to ceiling of the quoted amount.~~

7.3.2. For Payment of spares and consumables for 36 months after the warranty period of 12 months from the date of commissioning of the equipment in foreign Currency

~~100% payment of the net CIF value after deducting Indian Agency Commission, if any from the CIF value will be made against submission of shipping documents and receipted challan / consignment note of all the consignments, through unconfirmed, irrevocable letter of credit. Letter of Credit shall be opened on receipt of intimation of the readiness of goods in the respective years 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 and Insurance charges, as applicable shall be paid at actual subject to ceiling of the quoted amount.~~

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7.3.3. Submission of Documents for Payment in foreign Currency for equipment

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) ~~Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.~~
- b) ~~Three (3) 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) ~~Four (4) copies of packing list identifying contents of each package.~~
- d) ~~Manufacturer's Warranty /Guarantee Certificate.~~
- e) ~~Manufacturer's Test & Inspection Certificate.~~
- f) ~~Lowest Price Certificate as per SCC clause 8.2.~~
- g) ~~Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.~~
- h) ~~Copy of Performance Bank Guarantee as per Clause 2, SCC,Sec-IV.~~
- i) ~~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). This certificate will form a part of letter of credit.~~
- j) ~~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 (required only for equipment).~~
- k) ~~Copy of Certificate of Insurance.~~
- l) ~~Documentary evidence for Marine freight and Insurance.~~
- m) ~~Any other document(s) required as per contract~~

7.3.4. Submission of Documents for Payment in foreign Currency for spares and consumables

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

- a) ~~Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.~~
- b) ~~Three (3) 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) ~~Four (4) copies of packing list identifying contents of each package.~~
- d) ~~Lowest Price Certificate as per SCC clause 8.2.~~
- e) ~~Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.~~
- f) ~~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). This certificate will form a part of letter of credit.~~
- g) ~~Goods Consignment note supported by Challans of all the consignments, duly receipted by consignee.~~

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- h) ~~Copy of Certificate of Insurance.~~
- i) ~~Documentary evidence for Marine freight and Insurance.~~
- j) ~~Any other document(s) required as per contract~~

7.4. Payment for Indian Agency Commission

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

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

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

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

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

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

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~~(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).~~

~~7.5. In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to BCCL) 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. Also The Government has allowed exemption from payment of customs duty in respect of certain types of goods for use by the certain organizations. However, to avail of such exemptions, the organizations are required to produce "Customs Duty Exemption" certificate and "Not Manufactured in India" certificate at the appropriate time.~~

7.6. Paying Authority

The Paying Authority shall be HoD (Finance) MM of company Headquarter i.e. BCCL.

8 Prices (GCC Clause17)

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

8.2 Lowest Price Certificate

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

8.3 Price Fall Clause

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

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

Section IV- Special Conditions of the Contract(SCC)

(ii) The bidder will be asked 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 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.

9. Banned or De-listed suppliers

The bidders as well as the manufacturer (if bidder is not the manufacturer) would give a declaration that they have not been banned or de- listed or debarred or 'Put on Holiday' by any Government or Quasi-Government agencies or PSUs in India. If a bidder has been banned by any Government or Quasi-Government agencies or PSU in India, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid may be liable for rejection. The declaration format is built in the Letter of Bid (LOB) which shall be filled in by the bidder suitably. In case India Agent or Indian Office or Indian Subsidiary of a Foreign Manufacturer / Indian Subsidiary of an Indian Manufacturer is quoting against the tender, the equipment manufacturer will also give a declaration towards 'Banned or De-listed suppliers in the Manufacturer's Authorisation Form, Annexure-4, Sec-VII, Sample Forms.

10. Distribution of Order

- (i) BCCL reserves the right to distribute the total required/tendered quantity. If L1 bidder is not capable of quoting the full tendered quantity due to capacity constraints, BCCL may place order on the L2 (next higher) bidder for the balance tendered quantity subject to L2 bidder matching the price of L1 bidder on Landed Price (FOR Destination/CIP named place of destination inclusive of all taxes & duties) basis. In case L2 bidder does not match the L1 price, BCCL reserves the right to go to higher ranked bidders in sequence (i.e. L3, L4) and place order for balance tendered quantity on the next higher bidder matching the price of L1 bidder. In case the higher bidder turns out to be an Overseas Bidder quoting the price on CIP Basis, the bidder shall be asked to match the L-1 price by proportionately working out the CIP price on the basis of their Landed Price in Indian Rupees calculated for evaluation, as on the date of price bid opening.

Above distribution will also be subject to Purchase Preference to certain categories of bidders falling under 'Make In India' policy and MSEs.

- (ii) While counter offering, the L1 price comprising the sum total of Landed Price of Equipment + Net Landed Price of supplementary items, to be supplied as per scope of supply offered by the L1 bidder shall be considered. L2 or higher bidder as the case maybe, shall match this sum total comprising above three elements.

11. Deemed Exports

If the bidder has quoted the items under the deemed exports, then it will be the

Section IV- Special Conditions of the Contract(SCC)

responsibility of the bidder to get all the benefits under deemed exports from the Government. CIL/Subsidiary Companies responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not be accepted.

12. Deviation

Deviations sought by the bidders, whether these are commercial or technical deviations, must only be given in the prescribed schedules. Any attempt by the bidders to camouflage the deviations by giving them in the covering letter or other documents than the prescribed schedules may render the bid non-responsive.

Schedule of Requirements

Section-V: Schedule of Requirements

Schedule of Requirements

Part I: Table – A

**[If the bidder qualifies as per clause – 7 (except sub clause 7.5.2):
Proneness criteria, Section-II (ITB)]**

S. No	Brief Description of Goods & Services	Quantity	Expected Delivery Schedule at Site
1	60 US Ton (55 metric ton approx) Rear Dumper	58 no's	08 No's Dumpers to be supplied within 6 months from the date of receipt of purchase order and balance Dumpers to be supplied @ 8 Dumpers per month till completion of ordered quantity. However early supply will be appreciated.
2	Ancillary Equipment and other requirements for each of Item 1 as specified in Technical Specifications included in Section VI Attachments	In accordance with item 1	Delivery to be made along with the Machine.

Section-V: Schedule of Requirements

Part-I: Table-B

The equipment allocated to the mine projects are as follows which is subject to change as per the requirement of purchaser:

Sl No.	Area/Project	Company	Total Requirement	
			Under NCD	Under PCD
1.	Barora Area	BCCL	04 No's	
2.	B-II Area	do	02 No's	-
3.	Govindpur Area	do	10 No's	-
4.	Katras Area	do	20 No's	-
5.	Kusunda Area	do	02 No's	
6.	Bastacolla Area	do	04 No's	-
7.	Lodna Area	do	07 No's	
8.	CV Area	do	09 No's	-
	TOTAL		58 No's	NIL

Part II: Table – C

S.No	Brief Description of Services	Period/Quantum
1	Training of Purchaser's Personnel at the manufacturer's works or elsewhere outside India.	Please refer to Schedule of Requirements of Services later in this Section and to the Technical Specifications (Section VI).
2	Training of Purchaser's Personnel on Site.	Please refer to Schedule of Requirements of Services later in this Section and to the Technical Specifications (Section VI).
3	Assembly and erection of equipment at Site in accordance with the Technical Specification and Conditions of Contract.	To be specified by the Bidder to comply with the Technical Specifications (Section VI) and the terms and Conditions of Contract.

Note:

1. Price for the equipment along with accessories should be quoted with Normal Custom Duty (NCD) for 58 no's. and Project Concessional Duty (PCD) for zero nos. applicable for the imported contents.

Section-V: Schedule of Requirements

Schedule of Requirements of Services

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

- I. Type test on each equipment included in the technical specification and offered in the bid.
- II. Providing Services of Supplier's qualified engineer(s)/personnel for:
 - A. unloading, transportation to site, storage at site and/or
 - B. transportation from storage to erection site, installation, testing and commissioning.
- III. Training of Purchaser's Personnel: Training of Purchasers personnel to be confirmed by the bidder in respect of training to be provided at manufacturer's works or at our site in the following format :

<i>Type of Personnel</i>	<i>At Manufacturer's Works</i>				<i>At Site</i>			
	<i>No</i>	<i>Period</i>		<i>Total</i>	<i>No</i>	<i>Period</i>		<i>Total</i>
<i>Mech Engineer</i>			<i>weeks</i>				<i>Week</i>	
<i>Elec Engineer</i>			<i>weeks</i>				<i>Week</i>	
<i>Mech Supervisor</i>			<i>weeks</i>				<i>Week</i>	
<i>Elec Supervisor</i>			<i>weeks</i>				<i>Week</i>	
<i>Mech Fitter</i>							<i>Week</i>	
<i>Electrician</i>							<i>Week</i>	
<i>Operator</i>							<i>Week</i>	
<i>Total</i>			<i>weeks</i>					<i>weeks</i>

Definitions:

Mech/Elect Engineer-

Elect/Mech Supervisor -

Mech

Fitters/Electricians/Operators -

Graduate Engineer having basic knowledge of the equipment

Diploma Holder Engineer having basic knowledge of the equipment

Un-skilled, semi-skilled and skilled.

Technical Specification

Section-VI: Technical Specifications

VI - Technical Specifications

Preface - Instructions to Bidders

Introduction

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

The Technical Specifications are presented in five parts as follows:

- A. Scope of Supply
- B. Specific Project Requirements
- C. General Requirements
 - 1) Geography and Climatic Conditions
 - 2) Goods (Equipment and Machinery)
 - 3) Services
 - 4) Standards
 - 5) Supplier's Responsibility
 - 6) Spare Parts Provisions
 - 7) Warranty/Guarantee clause
 - 8) Quality Assurance
 - 9) After Sales Service / Product Support
- E. Equipment Specifications

Technical Response

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

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

Site Visits

The Bidder prior to making any Bid calculation and as part of the preparation of its Bid, shall be deemed to have visited and inspected the Site(s), made all enquiries and collected all information documentary or otherwise, including climatic conditions, as considered necessary by the Bidder for the proper and accurate preparation of its bid.

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

Bidders wishing to make appointments for Site Visits should do so in writing or by facsimile

Section-VI: Technical Specifications

direct with the subsidiary company and concerned officer as detailed in the following schedule. Copies of all such communications should be transmitted by facsimile to:

**General Manager (MM)
Bharat Coking Coal Ltd.
Koyla Bhawan, Koyla Nagar
Commercial Building (3th Floor)
Dhanbad-826005 (Jharkhand),India
Fax 91 (0)326 2230183**

Subsidiary Company	Project
Bharat Coking Coal Limited Koyla Bhawan, Koyla Nagar Dhanbad - 826005 Fax: 91(0) 326 2230177 Tel : 91(0) 326 2230177 Attention General Manager (Excv)	All projects

Section-VI: Technical Specifications

A. Scope of Supply

A.1 Equipment Package

The Supplier is required to provide a complete package of equipment for the supply of 60 Ton Rear Dumper to open cast (surface) coal mining projects:

The supplier is required to bid for the Equipment Package including accessories, consumables, training, installation, commissioning and testing at the coal-mining project. The Scope and Phasing of supply for the 60 Ton Rear Dumper is given in Sec. V.

A.2 Supplementary Items

- 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.
- ii. First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.

A.3 Information and Drawings

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

- (a) Suitably illustrated copies of Operating, Repair and Maintenance Manuals for each type/model of equipment and accessories, written in the English language, substantially bound in book form;

Three (3) copies to each project site; and

One (1) copy alongwith soft copy to the General Manager(Excv.), Bharat Coking Coal Ltd.,Koyla Bhawan, Koyla Nagar ,Dhanbad- 826005

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

Three (3) copies to each project site; and

One (1) copy along with soft copy to the General Manager(Excv.), Bharat Coking Coal Ltd.,Koyla Bhawan, Koyla Nagar ,Dhanbad- 826005

A.4 Erection/Assembly, Commissioning and Performance Testing

The Supplier shall provide the Services of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied.

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

The Equipment shall be commissioned at site within 30 days of receipt of last consignment of each Equipment.

A.5 Training

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

- a) Training on Simulator Modules by the bidder at their works / suitable locations is mandatory.
- b) Equipment system, safety and risk assessment

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- c) Equipment operation and maintenance
- d) Trouble shooting, localization of fault and their remedies covering:
 - 1. Electrical and electronics
 - 2. Mechanical
 - 3. Hydraulic system
 - 4. Lubrication system
 - 5. Pneumatic system etc.

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.

B Specific Site Requirements

All the projects of BCCL are located within 30 KM range (approx) from Dhanbad Railway Station.

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Part C.

General Requirements

C.1 Geography and Climatic Conditions

Elevation:-

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

Climate:-

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

Ambient Conditions:-	Relative Humidity	-	Maximum 98%
	Temperature	-	Minimum 0° C
			Maximum 50° C
Rainfall:-			The mean annual rainfall is 1,000mm, 90 to 95% of which may fall in rainy season from June to October.
Wind:-	April to September	-	South to South Westerly
	October to March	-	North Westerly
	Speed:-	-	8 km per hr average
		-	100 km per hr maximum

C.2 Goods (Equipment and Machinery)

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

In general, all items shall be:

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 physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply. Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently.

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

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

C.3 Services

The supplier shall be responsible for the erection and commissioning of the equipment at site within 30 days of receipt of last consignment. The supplier shall depute qualified and competent Engineer(s) and specialist technicians to supervise the entire assembly, erection and commissioning of equipment.

C.4 Standards

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

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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 be to the approval of the Statutory Government Authorities, including Director General of Mines Safety (DGMS) having jurisdiction over the Equipment and its use, if applicable for the tendered Equipment.

The system of units for all measurements shall be the **Systeme International d'Unités (S.I.)**.

C.5 Suppliers Responsibility

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

If the Supplier observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Supplier shall immediately bring these to the attention of the Purchaser.

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.

C.6 Spare Parts Provisions

C.6.1.a. Availability of Spare Parts.

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

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

The supplier is required to furnish the details of all bought-out 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 propriety of bidder's firm."

C.6.2 Provision of Spare Parts

C.6.2.1 Within the Contract Price, the Purchaser shall agree to purchase all Operational, maintenance and standby/contingency spare parts, consumable items, wear materials, maintenance tools and special tools (hereinafter collectively referred to as "Spare Parts", unless the context requires otherwise) in accordance with the Supplier's recommendations for forty eight (48) 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 forty eight (48) months from the date of issue of the Acceptance Certificate. In addition the Supplier shall provide Spare Parts and Consumables for Commissioning.

Consumables shall not include oils, lubricants and fluids and Tyres for the purposes of this Guarantee but the supplier shall provide all necessary oils, lubricants fluids for the purposes of commissioning of Equipment and undertaking Tests on Completion in accordance with the Contract.

Each machine (Machines to be supplied in each project) shall be delivered with

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spares parts and consumables adequate, initially, for twelve (12) months operation from the date of commissioning. Thereafter the 2nd year, 3rd year and 4th year, Spare Parts and consumables shall be delivered periodically (i.e 2nd year spares in 2nd year, 3rd year spares in 3rd year, 4th year spares in 4th year), and not less than twice annually, throughout the next thirty six (36) month period (after warranty period) in order to comply with the provisions herein contained. The supplier shall submit 4 (four) separate schedules showing spare parts proposed to be supplied by them in each 12 (twelve) months period from the date of purchaser's acceptance certificate.

- C.6.2.2 In the event that the spare parts and consumables, as recommended by the Supplier, in any way fall short of actual requirements during the period for which they are said to be adequate or actual requirement against actual working hours clocked during the period, the supplier shall provide such additional spare parts and consumables as are necessary at the final destination. Such additional spare parts and consumables shall be provided by the Supplier to the Purchaser free of all cost and shall be transported to Site by air freight internationally and by air, rail or fast road transport within India.
- C.6.2.3 In the event that the spare parts and consumables, as recommended by the Supplier, are in excess of actual requirements. The Purchaser may at its option.
- a) Retain such excess spare parts and consumables as, in its direction, it may elect to do so
 - b) Require the Supplier to repossess or repatriate or otherwise dispose of 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 requirements under this Clause within thirty (30) days of completion of each Year after commissioning.

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

C.6.3. Emergency Spare Parts

- C.6.3.1. Emergency spare parts required by the Purchaser to repair breakdowns shall be dispatched to the site by the Supplier by the fastest, practicable, means as directed from time to time by the Purchaser.
- C.6.3.2. For the purpose of Clause C.6.2.6, "Emergency Spare Parts" shall mean those spare parts or components required by the Purchaser to repair any item of Plant supplied pursuant to the Contract in the event of a breakdown not attributable to a failure

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covered by guarantee or a failure of the Supplier to provide adequate Spare Parts, or Consumables.

C.6.3.3 Payment in respect of the supply and delivery of such Emergency Spare Parts shall be made promptly, retrospectively, by the Purchaser, in a manner consistent with the terms of payment described in the contract.

C.6.3.4 Lifetime Spare Parts

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

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

In any event, the Supplier shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from the date of completion of warranty period

C.6.4 Oils, Lubricants and Fluids

Not less than three (3) months before the scheduled date for Acceptance, the Supplier shall provide to the Purchaser a detailed schedule of all necessary oils, lubricants, fluids for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier.

C.6.5 General

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

C 7 Availability Provisions

C.7.1 Introduction

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

C7.1.2 Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at its own 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.

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

C.7.2 Guarantee

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

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

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, it's Agents or Representatives.

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

The Supplier shall provide a schedule of maintenance required to carry out (a) and (b) above for the first four 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 C6.

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2. Providing co-operation to all Supplier's authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
3. Where appropriate, providing and maintaining such conditions as:
 - Proper electrical Supply
 - Terrain Area
 - Bench preparation
 - Reasonable floor conditions
4. Providing all Supplier's authorised representatives access at all reasonable times to the machine service and repair facilities.

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

C.7.3 Effect and Duration of Guarantee

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

C.7.3.2 This guarantee shall remain effective for forty eight (48) months from the date of commissioning irrespective of the hours operated by the Equipment during the period of the guarantee.

C.7.3.3 Compensation for not achieving Guaranteed Availability

In the event that Equipment fails to achieve the Availability herein provided, measured over each twelve (12) month period, the Supplier shall be liable to pay to the Purchaser, as Penalty, a sum equal to, as indicated hereunder for each equipment: -

- a) 1% of the delivered price of the equipment for every percentage reduction from the Guaranteed Availability for the first 5%.
- b) 10% of the delivered price of the equipment for reduction beyond 5% from the Guaranteed Availability.

C.8 Deemed Breakdown

When the supplier is unable to supply the replacement of a failed part during the warranty 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 under warranty. Even if the equipment is commissioned by taking out spare parts from any other breakdown equipment in the interest of BCCL, it shall be treated as 'deemed breakdown' till the supplier replaces the spare parts.

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C.9 Composite-warranty/guarantee:

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

- a) In accordance with the contract specifications.
- b) The equipment shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the 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 that comprehensive responsibility lies only with the equipment supplier although components may be supplied by different suppliers to the bidder.

C.10 Special Condition

The machines under supply against this tender should have the same major assys. / sub assys. which were fitted on the machines supplied against CIL's last supply order. In case any change is contemplated prior clearance of BCCL will be necessary.

C.11 Quality Assurance

C.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 recognised quality assurance standard such as ISO 9000 or of equivalent merit acceptable to BCCL.

C.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.

C.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 Purchaser.

C.12 After Sales Service / Product Support:

The Supplier must have adequate facility for product support for such machines in India with nearest Depot/Warehouse, service facility and personnel. Details of such facilities are to be mentioned as at **clause 8.1.b** of Equipment specification.

PART E:- EQUIPMENT SPECIFICATIONS

EQUIPMENT SPECIFICATION OF 60 US Ton (55 Metric Ton Approx) REAR DUMPER

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 Rear Dumper with 60 US Ton (55 Metric Ton Approx.) Rock Body.

2. References

The following International Standards are referred to in, and form part of, the Specification. The supplier has to provide the relevant portion of ISO indicated below as reference:

ISO 2867	Earth-moving machinery - Access systems
ISO 3449	Earth-moving machinery – Falling-object protective structures - Laboratory tests and performance requirements
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-tyred 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	Earth-moving machinery - Operation and maintenance - Format and content of manuals
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-scrappers - Performance tests
ISO 10968	Earth-moving machinery - Operator's controls

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 2:1 heap loading by 3 to 7 m³ excavators with rock having a density, after blasting, of 1,800 kg/m³.

4. Technical Requirements

4.1 Engine

The dumper shall be powered by a 4-stroke diesel engine of not less than 475 KW net power measured between 1900 to 2150 r/min according to ISO 9249. The engine shall be provided with Variable Horse Power control, 24V electric starting, dry type 2-stage air-cleaner with automatic dust evacuator, dust level indicator and 2-stage fuel filter with water separator.

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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 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 equipped with an over-speed governor and auto idling system or equivalent system. The engine shall be provided with a heavy duty pan guard.

Engine of Imported origin/Caterpillar/Cummins will be accepted only. For indigenous engine other than Caterpillar/ Cummins engine, CIL guideline will be followed for acceptance. The Supplier should indicate Fuel Consumption of offered equipment in Ltrs/hr pertaining to BCCL mine condition. Fuel efficient machine will always be preferred.

The engine shall meet the latest emission norms as recommended by CMVR or any other regulations issued by central/state government. self-certificate of the engine manufacturer should be submitted with supply.

4.2 Transmission

The dumper shall be provided with an off-highway minimum 6-speed fully automatic power shift hydraulic transmission with lock-up clutch. The dumper shall be provided with downshift inhibitor, over-run inhibitor, forward/reverse shift inhibitor, anti-hunting system, neutral safety and reverse inhibitors.. Suitable protection of the transmission pan from external damage should be provided. The pan guard should be designed to minimise accumulation of dirt and debris.

4.3 Drive System

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. Provision of Retarder and Spin Regulator will be preferred.

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

4.4 Suspension

Front and rear suspension shall be of hydra-air type to absorb road shocks and prolong tyre life.

4.5 Steering

Full hydraulic orbitrol power steering and emergency steering which complies with 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 device shall be provided in steering linkage to avoid unwanted rotation of wheel when men at work under the machine in engine running condition.

4.6 Hoses

All hoses shall be fire/heat resistant/retarded type, grouped as far as possible and suitably clipped to reduce damage from scuffing.

4.7 Brakes

Suitable reliable service, secondary and parking brakes which comply with ISO 3450 shall be provided.

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4.7.1 Service brakes

The front service brakes shall be air and/or oil actuated calliper type/multiple disc type.

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

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

4.7.2 Parking brakes

The parking brakes should be operational even at zero air/Oil pressure.

4.7.3 Emergency Brakes

Provision of Automatic emergency brake and also manual emergency brake system for the event of failure of brake paddle shall be provided.

4.7.4 Retarder

Retarding system shall be provided to control speed while descending grades.

4.8 Tyres

Rock duty, cut-resistant tyres size 24.00 – 35 , E4 type shall be provided..

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 type of body required on the dumper is for handling "Rock". The body capacity should have a minimum 53,000kg payload based upon 2:1 heap loading. The body should be an exhaust heated, heavy duty type with high hardness abrasion resistant side, front and bottom plates. The dump body should be made of high tensile strength steel of not less than 125kg/sq mm. 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. A body position indicator shall be provided. The body design should be such that it can accommodate 6(six) pass loads from 5 CuM Shovel and 5(five) pass load from 6 cum Shovel without spillage and the stability of the machine is maintained in all operating conditions especially during turning.

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

4.12 Lubrication System

A centralised automatic lubrication system of positive pressure type should be provided with warning alarms for identification of failed points.

4.13 Operator's Cab

A fully insulated, sound suppressed, air-conditioned operator's cab with safety glass, power window, rear-view mirror, windshield wipers, washers, a ROPS which complies with ISO 3471 shall be provided and a FOPS which complies with ISO 3449 shall be provided.

All operating controls, gauges (with colour indication for safe and unsafe working), monitoring and working signals shall be conveniently located within easy reach of the operator and comply with ISO 6405-1, ISO6405-2, ISO 6682 and ISO 10968.

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A fully adjustable operator's seat, passenger seat, floor mat shall be provided. Steps and handrails which comply with ISO 2867 shall be provided for access to the operator's cab.

4.14 Gauges and Indicators

The following shall be provided as a minimum:

- a) Water temperature
- b) Engine oil pressure
- c) Converter/transmission oil temperature
- d) Fuel capacity
- e) Engine tachometer
- f) Engine hour-meter
- g) Speedometer
- h) Air pressure (if applicable)

4.15 Warning Alarms/Lights

Audio/visual warning alarm systems shall be provided for the following:

- a) Reversing
- b) Parking brake actuation
- c) Low engine oil pressure
- d) High coolant temperature
- e) Low air pressure (if applicable)
- f) Emergency steering
- g) Dumping buzzer
- h) Alarm for failure of lubrication points of automatic lubrication system

4.16 Electrical Equipment

The dumper shall be provided with the following:

- a) 24V DC electrical system with suitably rated alternator of reputable make
- b) Electric start
- c) Reputable make high capacity sealed maintenance free batteries
- d) Battery isolation switch

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 shall be provided in each fuse box.

4.17 Lighting

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

- a) 4 (no) Headlights
- b) Stop and tail lights
- c) Turn signal lights (left and right) on both front and rear
- d) Fog Lamps

Headlights and rear lights shall be fitted in steel protective enclosures.

4.18 Guards and Shields

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

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4.19 Fire Extinguisher

Min 2 no. fire extinguisher shall be provided on the dumper, suitably mounted in a 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: 2171.

4.20 Automatic fire suppression system

A suitable automatic fire detection and suppression system of reputed manufacturer(indigenous or imported) confirming to DGMS circular/DGMS approval No.02 dated 8.7.2013.

5. Ancillary Equipment and Other Requirements

The following shall be provided on the dumper:

- a) Front and rear tow hooks and two lifting loops.
- b) Pressurised radiator cap
- c) Head light high-beam indicator.
- d) Cab protection spill guard.
- e) Safety provision for holding the dump body in hoist condition.
- f) Water separators in air lines.
- g) Rock ejector bars between each set of dual rear wheels
- h) Tyre inflation kit
- i) Automatic fire detection and suppression system of a standard reputed make
- j) Vehicle Health Monitoring System/Equivalent monitoring system
- k) Payload Meter
- l) Three sets of operation, maintenance and spare parts manual to Each project site.

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Safety Features

The offered Equipment shall be provided with all safety features required as per gazette notification on 1st oct 2018 under the head safety features and devices to be provided in heavy Earth moving machineries (HEMM) including trucks and tippers point no.1 general requirement and point no.2.1 for Dumper, detailed in Annexure-I(1) of NIT. Firm should not only give overall compliance against this notification but also submit clause wise details separately (as applicable for the offered HEMM).

6. Special Guarantees

The following guarantee will apply for the different components

- i) Body chassis& differential - 10,000 W/hours or 1000 calendar days (whichever is earlier)
- ii) Complete engine system - 24 months or 8000 W/hours (whichever is earlier)
In case of failure of engine system within 8000 hrs., the failed components of the engine system will have to be replaced / repaired depending on the merit of the case, free of cost by the supplier.
In case of failure of engine system beyond W/8000 hrs., the system will have to be replaced on prorata payment basis taking the life of the engine system as 10000 W/hrs.
- iii) Transmission Assy. - 24 months or 8000 W/hrs. (whichever is earlier)
- iv) Steering System – 24 months or 8000 hours. (whichever is earlier)
- v) Differential Assy – 24 months or 8000 W/hrs. (whichever is earlier)
- vi) Electrical Items - 6 months or 1000 W/hrs. (whichever is earlier)
- vii) Engine Hour Meter - 12 months or 3000 W/hrs. (whichever is earlier)

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- viii) Disc Brake – 24 months or 6000 W/hrs (whichever is earlier)
- ix) Broken parts of individual assemblies should be available against requirement. In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser.

7. Performance Guarantee

In accordance with the provisions of clause C.6.2.6 of the Technical Specifications, the expected scheduled working hours of the equipment per year are 4000(four thousand) hours.

[The bidder should note that the expected scheduled working hour indicated are only approx. hour and there may be variation in the range +/- 500 hours]

In accordance with the provisions of clauses C.7.2.2 and C.7.3.2 of the Technical Specifications, the Supplier shall guarantee that the availability of the equipment shall not be less than 80% (eighty per cent) for 48 months from the accepted date of commissioning .

8. Information To Be Provided By The Supplier

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

General

a) Number of similar model supplied during the last five years.

The information shall be given in the following format and in the order of most recent first.

Company Mine

Name

Mine

Location

Mine Type

No. of machines

Model Commissioning date

b) Details of nearest Depot/Warehouse and Service Facility available for the present offer, in the following format.

Major Depot / Warehouse Service Facility

Location Contact Nos. Inventory Value (Approx.)

Location Type of facility available

No.of Engineers *

* Engineers / Technicians employed to service the equipment either at the facility or on site.

c) Details of special tools to be provided with the equipment.

d) Details of erection programmes for the bid.

e) Recommended Spares List for 4 years to be provided.

f) Rehabilitation Schedule in Lifetime to be indicated.

8.2 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.

b) Maximum speed determined according to ISO 6014.

c) Latest Rim-pull - Speed - Gradeability Curves of the offered model, clearly indicating:

Section-VI: Technical Specifications

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) Results of service and secondary brake stopping tests carried out according to ISO 3450, in the following format:

Braking system tested

Slope (%)

Machine speed (km/h)

Stopping distance (m)

Service Secondary

f) Turning diameter

g) Calculations and drawings verifying the body capacity.

h) Detailed technical descriptions of the dumper.

i) Layout drawings and detailed technical descriptions of hydraulic systems and components.

j) Details of major bought-out assemblies and sub-assemblies including manufacturer, type, etc.

k) Comprehensive commercial literature specifications, the content of which must comply with ISO 7132.

l) Operation and maintenance manuals in accordance with ISO 6750.

m) Details and layout of automatic lubrication system.

n) Details & layout of automatic fire detection and suppression system

8.3 Dimensions, Weights and Performance Details

8.3.1 Dimensions

a) Maximum overall length

b) Maximum overall width

c) Maximum height, without body

d) Maximum height, with body

e) Loading height

f) Dump height

g) Discharge height

h) Maximum body depth

i) Body target area (inside length and width at top)

j) Wheelbase

8.3.2 Weight Distribution

a) Empty vehicle

Front axle

Rear axle

Total

b) Loaded vehicle

Front axle

Rear axle

Total

8.3.3 Engine

a) Manufacturer and model

b) Number of cylinders

c) Bore

Section-VI: Technical Specifications

- d) Stroke
- e) Displacement
- f) ISO net power at.....r/min
- g) Maximum torque

8.3.4 Transmission

- a) Make and Model
- b) Type
- c) Number of gear speeds, forward and reverse
- d) Travel speeds, forward and reverse

8.3.5 Differential

- a) Type & Make
- b) Ratio

8.3.6 Final Drive

- a) Type & Make
- b) Ratio

8.3.7 Suspension

8.3.7.1 Front

- a) Type & Make
- b) Stroke
- c) Load - deflection rate, loaded and empty

8.3.7.2 Rear

- a) Type & Make
- b) Stroke
- c) Load - deflection rate, loaded and empty

8.3.8 Steering

- a) Type & Make
- b) Emergency steer method

8.3.9 Brakes

8.3.9.1 Service brakes: Make & Model

8.3.9.1.1 Front

- a) Type
- b) Actuating system

8.3.9.1.2 Rear

- a) Type
- b) Actuating system

8.3.9.2 Secondary brakes

- a) Type
- b) Actuating system

8.3.9.3 Parking brake

- a) Type
- b) Actuating system

8.3.9.4 Retarder

- a) Type
- b) Actuating system

8.3.10 Tyres

- a) Make
- b) Size and type
- c) Tread

Section-VI: Technical Specifications

d) Ply rating

e) Rim size

8.3.11 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

8.3.12 Electrical System

a) Starter make and model

b) Starter control make and model

c) Alternator make and model

d) Batteries, numbers and rating

e) Lighting details

THE GAZETTE OF INDIA: EXTRAORDINARY

NOTIFICATION

Dhanbad, the 1st October, 2018

G.S.R. 987(E).-In exercise of the powers conferred on me under sub-regulation (2) of Regulation 216 of the Coal Mines Regulations 2017, I, Prasanta Kumar Sarkar, Chief Inspector of Mines, also designated as the Director General of Mines Safety, hereby, specify the Safety features and devices to be provided in Heavy Earth Moving Machinery (HEMM) including trucks and tippers used in a coal mine, as follows:

Safety features and devices to be provided in Heavy Earth Moving Machinery (HEMM) including trucks and tippers

(See Regulation 216(2) of Coal Mines Regulations 2017)

1.0 General Requirements:

The following Safety features and devices shall be provided in all Heavy Earth Moving Machinery (HEMM):

A. Access:

- (i) Safe access to the Operator Station and to routine maintenance points of HEMM shall be provided. Proper placement of components of the access system shall permit and encourage a person to use three-point support while ascending, descending or moving about the access system, when more than 1m above the ground. Two-point support is acceptable for stairs, stairways, ramps, walkways and platforms. Three-point support should be used for all ladder systems. Track shoe and track pad surfaces are accepted as access steps if three-point support is provided when the HEMM is in 'OFF' condition.
- (ii) On machines with articulated frames and in the fully articulated steering position, a minimum clearance of 150 mm shall be provided between firm structures and components with relative movement in the path of the access systems to the operator's station.
- (iii) An alternative exit path shall be provided on a different location of the machine than the 'primary access path from the operator platform. If the alternative exit path is not obvious, it shall be identified. The alternative exit path is intended for emergency situations (e.g. machine tip-over) and therefore does not need to meet the primary access requirements.

B. Operator's Station (Cabin):

- (i) The cabin shall protect the operator against foreseeable adverse climatic conditions, heat, dust, noise etc. Air-conditioning system shall be provided in the Operator's Station. A ventilation system, an adjustable heating system and a system for defrosting windows shall be provided wherever required.
- (ii) 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.

Section-VI: Technical Specifications

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.

- (iii) Doors and Windows: Doors, Windows and flaps shall be securely held in their intended operating positions. Doors shall be retained at their intended operating positions by a positive engagement device. The front window shall be fitted with motorized windscreen wipers and washers. The tank of the window washers shall be easily accessible.
- (iv) Pipes and hoses that contain fluids at pressures exceeding 5 MPa or temperatures above 60°C located inside the cab shall be suitably guarded.

C. Operator's protective Structures:

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

D. Seats:

- (i) 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.
- (ii) If an additional seat for a trainer is installed in the Operator's Station, it shall be padded and shall provide adequate space for the trainer. The trainer shall also have available a conveniently placed handhold.
- (iii) Seat Belt for Operator with reminder shall be provided.

E. Operator's Controls and Indicators:

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

F. Starting and Stopping System:

- (i) All HEMM shall be equipped with a starting and stopping device (e.g. key). The starting system shall have a provision for protection against unauthorized use.
- (ii) The starting and Stopping system shall be designed such that movement of the machine, working equipment and attachment, shall not be possible, while starting or

Section-VI: Technical Specifications

stopping the engine, without activating the controls. (E.g. Transmission Neutral-Engine Start safety arrangement).

- (iii) In case of Remote control operated equipment, the Starting and Stopping system shall conform to any National/Internationally accepted standard.

G. Steering System:

- (i) The steering system shall be such that the movement of the steering control corresponds to the intended direction of steering.
- (ii) Hydraulic Steering circuits shall, if used, incorporate the following features:
 - (a) Pressure control devices as required to avoid excessive pressures in the hydraulic circuit;
 - (b) Hydraulic hoses, fittings and tubing with test burst pressures at least four times the working circuit pressure control device(s) for normal and emergency steering systems;
 - (c) Plumbing arrangements which avoid excessively tight hose bends, torsion in the installed hoses, or scrubbing and chafing of hoses.
- (iii) An emergency steering system shall be provided which also function with reverse machine movement if the maximum rated speed in reverse exceeds 20 km/h.
- (iv) A warning device indicating a normal steering power source shall be provided. This warning device shall be audible or visual, and shall be activated by failure of the normal steering power source.
- (v) Articulation safety lock shall be provided in articulated steering equipment. All articulated equipment shall be equipped with a safety bar or a device, which can readily be fitted without special tools, to prevent movement of the articulation joint during maintenance work in the vicinity of this joint

H. Brake System:

All HEMM shall be equipped with the following brake systems and all these systems shall be effective under all conditions of service, load, speed, terrain and slope, according to the intended use of the machine:

- (i) Service brake to be used as the primary braking system during normal operation of the equipment.
- (ii) Emergency brake - to be applied by the operator in the event of a failure of the service brake.
- (iii) Parking brake - used to prevent movement of stationary equipment.

Provided that at least one of the brakes shall be "fail safe", i.e. the spring applied-hydraulically released (SAHR) or any other means.

All HEMM shall have a brake system -in accordance with ISO 3450 except for crawler machines with a travel speed less than 20 km/h, which shall have a brake system in accordance with ISO 10265.

J. Visibility:

- (i) All HEMM shall be designed so that the operator has sufficient visibility from the operator's station in relation to the travel and work areas of the machine necessary for its intended use. The performance criteria shall be in accordance with ISO 5006.
- (ii) Rear Vision Camera shall be provided in all HEMM.

Section-VI: Technical Specifications

- (iii) Blind Spot Mirrors / Camera apart from rear side view mirror to enable operator to have clear visibility of blind spot shall be provided in all HEMM.

J. Stability:

- (i) All HEMM with attachments, including optional equipment, shall be designed and constructed so that stability is provided under all intended operating conditions including maintenance, assembling, dismantling, and transportation, as specified by the manufacturer in the operation manual.
- (ii) Devices (e.g. outriggers, oscillating axle locking) intended to increase the stability of HEMM in working mode shall be fitted with interlocking devices or check valves which keep them in position in case of hose failure or in case of oil leakage.

K. Noise:

The operator and persons near to the HEMM shall not be exposed to noise level that exceeds an eight hour equivalent continuous sound pressure level of 85 dB(A) and wherever it exceeds 85 dB (A), Personnel Protection Equipment (PPE) of adequate strength shall be used by the operators and the persons.

L. Warning devices and safety signs:

- (i) All the HEMM shall be equipped with an audible warning device (horn) controlled from the operator's station
- (ii) Warning system for Operator's fatigue shall be provided in all HEMM.
- (iii) Audio Visual Alarm (A V A) system for reversing shall be provided in all HEMM.
- (iv) Safety signs and hazard pictorials shall be displayed at conspicuous places.
- (v) Retro- Reflective Reflectors shall be provided on 'all sides of the HEMM at suitable positions.

M. Protective measures and devices:

- (i) All dangerously exposed moving parts of the equipment shall be provided with suitable guards of substantial construction to prevent injury to person(s).
- (ii) Guards or shields shall be provided in the vicinity of exhaust and turbocharger to prevent fuel or oil spraying on hot surfaces.

N. Electrical and Electronic Systems:

- (i) Electrical components and conductors shall be installed in such' a way as to avoid damage from exposure to environmental conditions (corresponding to the intended use of the machine) that can cause deterioration. Electrical component insulation shall have flame-retardant properties. ,
- (ii) Degree of protection:
Depending on the location/installation of electrical and electronic components, the following degrees of protection are required:
 - (a) All components installed exterior to the machine or directly exposed to the environment shall have a minimum degree of protection corresponding to according IEC 60529, IP 55;
 - (b) All components installed in the operator's cab or protected against the environment, the protection shall be designed and executed to safeguard a correct function under expected and intended conditions.
- (iii) Electronic controls, connectors in control circuits, multi-pin connectors and control switches external to the cab, shall have a minimum protection of IP 55.

Section-VI: Technical Specifications

(iv) All HEMM powered by electrical power source shall be provided with tripping device in Operator's Cabin to cut off Electric supply at Principal Switch Gear (PSG) end.

O. Fire Protection,

(i) All HEMM shall be equipped with suitable portable Fire Extinguisher(s) in addition to Automatically operated Fire Detection and Suppression device or System.

(ii) Hydraulic hoses, Electric Wires, sleeves and conduits (where cable/wire is passed) of fire resistant quality shall be provided in all HEMM

2.0 In addition to General requirement mentioned above, the following safety devices / features specific to machines shall be provided:

2.1 Dumper:

a) Mechanical steering locking to prevent untoward movement of steering wheel and tyre during work persons working below the cabin while engine is running.

(b) Mechanical type device to protect operator in case of head to tail collision of dumpers.

(c) Limiting speed device to limit the speed as per working conditions.

(d) Propeller shaft guard.

(e) Proximity warning device:

(f) Dump body raised position indicator with Warning.

(g) Retarder System in addition to Service, Parking and Dump Brakes.

(h) Rock ejectors for tandem tyres.

(i) Body raised position mechanical locking arrangement

(j) Engine cut off arrangement / Battery Cut-off switch on front lower portion of the Dumper.

(k) Cabin Guard Extension / Canopy fully covering operator's cabin.

(l) Load Indicator.

(m) Auto dipping System.

2.2 Tippers/Trucks:

(a) Cabin Guard Extension / Canopy fully covering operator's cabin.

(b) Exhaust/Retard Brake.

(c) Propeller shaft guard

(d) Tail gate protection

(e) Limiting speed device

(f) Dump Body lifted position locking arrangement.

(g) Dump Body raised position indicator with Warning.

(h) Dump body stabilisers.

(i) Proximity warning device

(j) Auto dipping System

(k) Load Indicator.

2.3 Excavator:

2.3.1 Hydraulic Excavators:

(a) All functions cut off switch

(b) Swing Motor Brake and Swing lock

(c) Parking Brake.

(d) Vent valve on top of hydraulic tank (should be able to be removed without any tool).

Section-VI: Technical Specifications

- (e) Provision for Limiting of hydraulic cylinders-Stoppers. (f) Battery cut off switch outside cabin
- (g) Two way communication system other than mobile phone in Operator's Cabin.

2.3.2 Rope Shovels & Draglines

- (a) All functions, such as Crowd, Hoist, Swing, Propel and Drag shall be provided with 'ON' type brake so as to automatically apply the brake in case of Electrical power failure.
- (b) Travel limit switches for crowd, hoist and Drag functions as applicable.
- (c) Limit switch for boom movement.
- (d) Two way communication system other than mobile phone in Operator's Cabin
- (e) Boom crack monitoring system in Draglines.

2.4 DRILLS:

- (a) Dust prevention or suppression system provided in the Drills shall conform to DGMS circular no. DGMS(S&T)I circular (Approval) No 1, dated 10.03.2017. (b) Emergency 'Stop' push button in
 - (i) Operator's cabin
 - (ii) Main frame.
 - (iii) Propeller pendent
 - (iv) Rear end
- (c) Over Temperature protection devices, in motor winding and other related parts. (d) Explosive vent in transformer.
- (e) Interlock between propel and drilling operations. (f) High air discharge temperature trip switch
- (g) Low lube oil pressure cut off switch (engine and compressor)
- (h) Oil stop valve (electric solenoid valve in compressor lubrication line) (i) No bump circuit
- (j) Tower lock.
- (k) Propel joystick-spring loaded type to return to neutral (dead man safety) (l) Lock check valves for preventing creeping in drill
- (m) Un loader valve
- (n) Stabilizers
- (o) Breakout wrench

- 3.0 All Heavy Earth Moving Machinery including dumpers and trucks shall be provided with Safety features and devices mentioned above before putting them into operation in a Mine.

Sample Forms

Letter of Bid (LOB)

To
Bharat Coking Coal Limited
A Mini Ratna Company
Regt. Off: Koyla Bhawan,
Koyla Nagar
Dhanbad-826005,
India

Dear Sirs,

Sub: e-Tender No..... Dated.....

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

Sample Form

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

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Seal _____

Duly Authorised to sign bid for and on behalf of _____

Note:

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

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

(On NON JUDICIAL STAMP PAPER)

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

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

And is Authorising the DSC Holder for online bidding.

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

~~Signature & Seal of the PUBLIC NOTARY~~

Details of Bidder

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

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

Manufacturer's Authorization Form

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

To
Bharat Coking Coal Limited
A Mini Ratna Company
Regt. Off: Koyla Bhawan,
Koyla Nagar
Dhanbad-826005,
India

Dear Sirs,

Sub: e-Tender No..... Dated.....

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

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

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

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

We also confirm that we have never been banned or delisted 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).

(Signature)

(Name)

(Designation)

(Seal)

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

Sample Form

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

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

Section VII- Sample form

Annexure-5

Details of Training Charges

e-Tender No.- _____

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

Signature and
Seal of the
Bidder

Note:

1. The details of Training Charges are to be given separately for each Shovel along with Price Bid in Cover II under the folder named "BOQ2".
2. However, a confirmation of the same is to be given in the techno-commercial bid (Cover I) **without indicating prices.**

Contract Format

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

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

~~NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:~~

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

Section VII- Sample form

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

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

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

For the Purchaser _____

For the Supplier _____

Name _____ Name _____
Designation _____ Designation _____
Name of Company _____ Name of Company _____

Witnesses: _____

Witnesses: _____

1. Name _____ 1. Name _____
Designation _____ Designation _____
Name of Company _____ Name of Company _____

2. Name _____ 2. Name _____
Designation _____ Designation _____
Name of Company _____ Name of Company _____

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

Security Deposit Bank Guarantee Proforma

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

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

Messers.....acompany/Firm having its office at No.herein after called the Contractor as entered in to the said agreement dated.....(herein after called ‘the said agreement’) with..... (Name of the Purchaser Company) hereinafter called (the company) to supply.....stores/materials amounting to Rs.on the terms and conditions contained in the said agreement.

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

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

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

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

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

Section VII- Sample form

the said agreement which is likely to be the.....day of but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs , or such lesser amount out of the said sum of Rs as maybe due to the Company and as

The Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

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

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

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

Place.....

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

Performance Bank Guarantee Format

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

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

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

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

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

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

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

Section VII- Sample form

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 may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs... ..and interest are fully satisfied and the company certifies that the agreement regarding re- payment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee.

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

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

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

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

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

Place.....Signature of the authorized person

For and on behalf of the Bank.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer,(herein after 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 (herein after called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Section 1- Commitments of the PRINCIPAL

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- 1.1 No employee of the principal, personally or through family member, will in connection with the tender for or the execution of the 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.

Section VII- Sample form

- 1.2 The Principal will, during the tender process treat all BIDDERS with equity and reason. The Principal in particular before and during the tender process will provide to all BIDDERS the same information and will not provide to any Bidders conditional/ additional information through which BIDDERS could obtain in relation to the tender process or the contract execution..
- 1.3 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 BIDDERS/Contractors

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

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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,

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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 Chairman, Coal India Limited / CMD, Subsidiary Companies
- (3)The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

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

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

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

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

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

Section 9 -Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

(5) In the event of any contradiction between the Integrity Pact and its Annexure,

Section VII- Sample form

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)
Bidder/ Contractor)

(For & On behalf of

(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~~

Section VII- Sample form

~~of submission of document mentioned at Para (ii) may be waived.~~

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

Format for Bank Details for Electronic Payment

To
Bharat Coking Coal Limited
A Mini Ratna Company
(A Subsidiary of Coal India Limited- A Maharatna Company)
Regt. Off: Koyla Bhawan, Koyla Nagar
Dhanbad-826005

Dear Sir,

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

We here by authorize Bharat Coking Coal Ltd. To disburse all our payments through Electronic Fund Transfer system/ RTGS/ NEFT/ LC. The details for facilitating the payment are given below:

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

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

Authorized Signatory
Name:
Official Stamp with date

Bank Certification

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

Name:

Authorized Signatory
Official Stamp with date

ANNEXURE – 10(a)

Banned or Delisted or Debarred or 'Put on Holiday' Suppliers Certificate

Our firm has 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 Bidder
Seal of the Firm / Company

ANNEXURE – 10(b)

LOWEST PRICE CERTIFICATE

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

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

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ANNEXURE – 10(c)

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

ANNEXURE – 10(d)

Non Associated Company Certificate

ON NON JUDICIAL STAMP PAPER OF REQUISITE VALUE (Min Rs 10/-)

I, Shri, on behalf of M/s declare that none of our associated companies have participated in this tender no. dated

The above information is true to my knowledge and belief.

Signature & Seal of the bidder

Signature & Seal of the NOTARY

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ANNEXURE-10(e)

CERTIFICATE OF CONFIRMATION IN RESPECT OF CORRIGENDUM (IF ANY)

I/We, M/s _____ hereby confirm that I/we am/are quoting my/our offer against this tender being aware of any amendment contained in the corrigendum (if any, issued after the issue of the NIT) and the same has been taken into consideration, while making this quote.

Date:

Signature of the Bidder
Seal of the Firm / Company

ANNEXURE-10(f)
Self-Certificate for Local Content for “Class-I Local Supplier”

We 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 or more than 50 %.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

Date:

Signature of the Bidder
Seal of the Firm / Company

Or

Self-Certificate for Local Content for “Class-II Local Supplier”

We 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 or more than 20 % but less than 50 %.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

Date:

Signature of the Bidder
Seal of the Firm / Company

ANNEXURE-10(g)
PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Reference : Tender No._

Date for supply of

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

.....

Date.....

Place.....

(Signature of Tenderer)

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

Section VII- Sample form

ANNEXURE-10(h)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that(*firm name*) is not from such country* or, if from such a country, has been registered with the competent Authority**. I hereby certify that this bidder (*Firm name*) meets all requirements in this regards and is eligible to be considered. [If applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Date:

Signature of the Bidder
Seal of the Firm / Company

* and **- strike out which is not applicable.

[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)]

Section VII- Sample form

Annexure – 11

Check list of Documents to be uploaded in Technical Bid

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

Sl No	Document	NIT Clause Ref. No.	Folder Name*
1	A detailed schedule of all necessary oils, lubricants, fluids for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier, duly signed and Stamped.	Sec-VI, Tech Specs, Part C, Clause-C.6.4	Tech Doc -2
2	Quality assurance plan for various stages of manufacture. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9000 or of equivalent merit acceptable to BCCL	Sec-VI, Tech Specs, Part C, Clause-C.11	Tech Doc -1
3	In case of any superseded or equivalent standards, offered against the ISO standards indicated in the NIT, documentary evidence in form of copies of such superseded /equivalent standards certifying that offered standards are identical to the corresponding ISO standards of NIT.	Sec-VI, Tech Specs, Part E, Clause -2	Tech Doc -1
4	Technical Details of offered Assemblies, Sub-Assemblies, Guages, Indicators etc. in the complete equipment, duly signed and stamped.	Sec-VI, Tech Specs, Part E, Clause-4	Tech Doc -2
6	All values, information, description in respect of Clause-8 and its sub clauses, point by point duly signed and stamped.	Sec-VI, Tech Specs, Part E, Clause-8	Tech Doc -3
7	The offered Equipment shall be provided with all safety features required as per gazette notification on 1 st oct 2018 under the head safety features and devices to be provided in heavy Earth moving machineries (HEMM) including trucks and tippers point no.1 general requirement and point no.2.1 for	Sec-VI, Tech Specs, Part E, Clause- Safety features	Tech Doc -3

Section VII- Sample form

	<p>Dumper, detailed in Annexure-I(1) of NIT. Firm should not only give overall compliance against this notification but also submit clause wise details separately(as applicable for the offered HEMM).</p>		
	<p>The supplier is required to furnish the details of all bought-out 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 propriety of bidder's firm."</p>	<p>Sec-VI, Tech Specs, Part C, Clause- c.6.1b</p>	<p>Tech Doc -2</p>

Section VII- Sample form

Annexure – 11(contd.)

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

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

Sl	Document	Clause Ref No.	Folder Names
1	In case equipment manufacturer is quoting against the tender, documents indicated at clause-17.A.(i)	Sec-II, ITB, clause-5.1(i) or (ii) & clause-17.A (i)	ELIGIBILITY DOCs
2	In case authorised Indian Agent is quoting on behalf of manufacturer, Manufacturer's Authorization Form along with Power of Attorney	Sec.-II, ITB, clause-5.1(iii) & Sec-VII, Sample Forms, Annexure-4.	ELIGIBILITY DOCs
3	In case authorised Indian Agent is quoting on behalf of manufacturer, documents indicated at clause-17.A.(ii) & 17.(B)	Sec.-II, ITB, clause-5.1(iii) & clause -17.A(ii) & 17.(B)	ELIGIBILITY DOCs
4	In case Indian Office or Indian Subsidiary of a Foreign Manufacturer / Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, Manufacturer's Authorization Form along with Power of Attorney	Sec.-II, ITB, Clause-5.1(iv) & Sec-VII, Sample Forms, Annexure-4.	ELIGIBILITY DOCs
5	In case Indian Office or Indian Subsidiary of a Foreign Manufacturer / Indian Subsidiary of an Indian Manufacturer is quoting against the tender on behalf of the equipment manufacturer, documents indicated at clause- 17.A.(iii).	Sec.-II, ITB, clause-5.1(iv) & 17.A (iii)	ELIGIBILITY DOCs
6	In case a bidder has a foreign collaboration, all the documents as per clause 17.A.(xi)	Sec.-II, ITB, clause-6& clause-17.A(xi)	ELIGIBILITY DOCs
7	In case a bidder has a License Agreement, all the documents as per clause 17.A.(xii)	Sec. II, ITB, elause-6 & clause-17.A(xii)	ELIGIBILITY DOCs
8	All other documents establishing bidder's eligibility and qualifications	Sec.-II, ITB, clause-14.2 (iv) (b) & clause-17 (A) & (B)	ELIGIBILITY DOCs
9	All documents relating to provenness criteria as per clause-7	Sec.-II, ITB, clause-7 & clause-17. A	PROVENNESS DOCs

Section VII- Sample form

Sl	Document	Clause Ref No.	Folder Names
10	In case the indigenous manufacturer is quoting the same type & model of the equipment as supplied by their foreign collaborator worldwide in the past, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenisation carried out by the indigenous manufacturer during lifetime of the equipment.	Sec.-II, ITB, clause-7.3.	PROVENNESS DOCs
11	Letter of Bid (LOB) in the bidder's letter head as per format given at Annexure – 1, Sample Form, Sec-VII along with Power of Attorney.	Sec.-II, ITB, clause-14.2 (i), Sec.-VII Sample forms	LOB DOCs
12	In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-2) by the person signing the LOB in favour of person bidding online.	Sec.-II, ITB, clause-14.2 (i), Note	LOB DOCs
13	Details of bidder as per format given in Annexure –3, Sample Forms, Sec-VII.	Sec.-II, ITB, clause-14.2 (ii) & Annexure –3, Sample Forms, Sec-VII	COMMERCIAL DOCs
14	Documentary evidence for direct remittance of EMD by foreign bidders.	Sec.-II, ITB, clause-16. A.II & clause-14.2.iv.a)	Instruction given in Clause-16. A.II, ITB to be followed
15	Documentary evidence for Exemption from submission of Earnest Money Deposit.	Sec.-II, ITB, clause-16. B & clause-14.2.iv.a)	Instruction given in Clause-16. B, ITB to be followed
16	Pre-Contract Integrity Pact duly filled-in, signed & stamped on each page.	Sec.-II, ITB, clause-14.2 (iv) (c) & clause-36 & Annexure-9, Sample Forms, Sec-VII	COMMERCIAL DOCs
17	Lowest Price certificate	Sec.-II, ITB, clause-14.2 (iv) (d) & Sec-IV, SCC, clause-8.2	COMMERCIAL DOCs

Section VII- SampleForms

Sl	Document	Clause Ref No.	Folder Names
18	Confirmation that the bidder has quoted for the equipment along with the spares and consumables exactly as per the NIT requirement.	Sec.-II, ITB, clause-14.2 (iv) (e)	COMMERCIAL DOCs
19	Duly self-attested with company's seal and notarized Scanned Copies of Supply Orders in support of Proven-ness criteria		COMMERCIAL DOCs
20	Notarised copies of registration certificate of NSIC/ BIS License and Approval certificates issued by other Independent Statutory Bodies of Govt. of India, if applicable.	Sec.-II, ITB, clause-14.6	COMMERCIAL DOCs
21	Bank details/ mandate form for e-payment	Sec-II, ITB, clause-16 (C), Annexure-10, Sample Forms, Sec-VII.	COMMERCIAL DOCs
22	Indigenous manufacturer to indicate the information for equipment with Project Concessional Duty (PCD) only. Not applicable for Foreign manufacturer and Indian agent of Foreign manufacturer.	Sec II, ITB, Clause -22.5.a), b), c)	BoQ 2
23	In case of the local supplier, a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the Percentage of local content.	Sec-II, ITB, Clause-37.3.a,	COMMERCIAL DOCs
24	Documents required for availing benefits under Public Procurement Policy for Micro and Small Enterprises(MSEs) Order 2012	Sec-II, ITB, Clause-38	COMMERCIAL DOCs
25	Documents required for seeking relaxation from prior Turnover and experience in case of Micro and Small Enterprises (MSEs) and Startups.	Sec-II, ITB, Clause-39	COMMERCIAL DOCs
