

# NORTHERN COALFIELDS LIMITED

(A Miniratna Company)

Tender No: NCL/SGR/MMD/FE LOADER 10-12 / 123A1001/ 01      Date:05-04-2023

## GLOBAL TENDER CUM REVERSE AUCTION

(Single Stage Two Envelope/Bid System)

## TENDER DOCUMENT

SUPPLY, INSTALLATION AND COMMISSIONING OF 05 Nos. FRONT END WHEEL LOADER OF BUCKET CAPACITY IN THE RANGE OF 10 to 12 CUM ALONG WITH SPARE PARTS AND CONSUMABLES FOR WARRANTY PERIOD OF 01 YEAR (12 MONTHS) AND THEREAFTER SPARE PARTS AND CONSUMABLES FOR 03 YEARS (36 MONTHS) BEYOND WARRANTY PERIOD OF THE EQUIPMENT



CIN- U10102MP1985GOI003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

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# **SECTION-I**

## **INVITATION FOR BIDS**

# **SECTION I - INVITATION FOR BIDS**

## **SECTION I - INVITATION FOR BIDS**

1. Tenders are invited through on-line bidding process on the website <https://coalindiatenders.nic.in> from the eligible bidders. For bidding online, the bidders must possess Class-2 or Class-3 Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The tender document is also available on website <https://eprocure.gov.in> and NCL website [www.nclcil.in](http://www.nclcil.in) for download by the prospective bidders free of cost. There will be no sale/ distribution of Hard Copy of the Tender Document.

2. Brief details of the Tender are as under:

SN	Item Description	Qty (nos.)	Estimated Value of Tender	Earnest Money Deposit in Rs.	Earnest Money Deposit in USD
1	Supply, installation & commissioning of front end wheel loader of bucket capacity in the range of 10 to 12 cum along with spare parts and consumables for Warranty period of 01 year (12 months) and thereafter spare parts and consumables for 03 years (36 months) beyond Warranty period for consignee located in Madhya Pradesh and Uttar Pradesh under <b>NCD</b>	05	INR 59.06 Crores	INR50.00 Lakhs	USD 60640.00

3. All bids are to be submitted on-line on E Procurement portal of Coal India Ltd website <https://coalindiatenders.nic.in> No Offline-Bids will be accepted. 'Earnest Money Deposit' is to be submitted online through payment gateway provided at NIC Portal during online submission of bid. Overseas Bidders have the option to submit the EMD through direct remittance as detailed under the EMD clause of NIT.

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

6. Time Schedule of Tender:

Sl. No.	Particulars	Date & Time
a.	Tender Publishing date	As per on line time schedule on e-portal
b.	Document download start date	
c.	Seek Clarification start date	
d.	Seek Clarification end date	
e.	Bid Submission start date	
f.	Bid submission closing date	
g.	Bid Opening date (Cover – I)	

6. There is no provision to take out the list of parties which have downloaded the tender document from the above referred website. As such, bidders are requested to visit the website once again before due date of tender opening to ensure that they have not missed out any corrigendum issued against the said tender after they have downloaded the tender document. The responsibility of downloading the corrigendum, if any, will be of the downloading party. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.

7. In the event of the scheduled/extended due date of opening of bids being declared as a closed holiday for purchaser's office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
8. Reverse auction platform shall be created by TIA within two hours of opening of price bids.
9. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bundh etc. The Purchaser shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
10. The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website <https://coalindiatenders.nic.in/> tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
11. The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
12. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13. It may please be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any.
14. There will be no physical sale of the tender documents.

# **SECTION II**

## **INSTRUCTIONS TO BIDDERS (ITB)**

## **SECTION II - 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, NCL / CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Online Enrollment/ Registration with CIL's e-Procurement portal (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorised person. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped/ registered with the name of the bidding firm. It shall be the responsibility of the tenderer to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Bidder's claiming purchase preference under Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall register in the e-procurement portal as privileged/preferential category bidder before submitting their bid.
- d) Class II or Class III Digital Signature Certificate (DSC).

#### **2. Digital Signature Certificate (DSC)**

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

#### **3. Help for participating in e-tender**

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. In case of any difficulties in online submission of the bid please contact to M/s NIC (Shri Rakesh Dubey, Contact. No.:- 07805-255442 OR NIC Toll Free telephone no: 1800-233-7312), before the schedule time of the submission of bid. All queries will be answered in English / Hindi only.

#### **4. Communication**

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

#### **5. Cost of Bidding**

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

## **B. Eligibility of Bidders**

### **1. Qualification Criteria**

The bidder should be in a position to offer and supply in specific delivery period at least 50% of the total quantity/number for which the bid has been invited. Offer from bidders who fail to comply with the qualification criteria stated above shall be considered unresponsive.

### **2.(A.)Eligibility Criteria:**

#### **Eligible Bidders**

'Class-I' & 'Class-II' Local suppliers and Non-Local Suppliers are eligible to participate in this tender.

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

Note: 1. Indigenous manufacturers/Indian manufacturers referred anywhere in NIT means 'Class-I or Class-II Local Supplier', as defined in aforesaid Order.

2. Please refer Annexure-XIV, Sample Forms, Sec-VII, attached with this NIT for details and required documents to be uploaded by bidder.

**A.1** The bidders must satisfy any of the following conditions to be considered as eligible bidder against the tender:

- i) **Foreign Manufacturers:** In case of Global Tenders, Foreign Manufacturers who manufacture the equipment of required capacity are eligible to quote against this tender.
- ii) **Indigenous Manufacturers:** Indigenous manufacturers who manufacture the equipment of required capacity are eligible to quote against this tender.
- iii) **Indian Agent:** Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization as per **Annexure-III**, signed and stamped by the manufacturer to quote against the NCL Tender, indicating the Tender Reference No. and date along with the offer. The authorized 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 authorized Indian Agent can quote but both are not allowed to participate / quote in the same tender. All such bids will be rejected.

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

**In case the foreign/indigenous manufacturer is quoting directly**, but has involvement of an Indian agent/ Indian office/Indian subsidiary for the execution of certain activities against the tender, then the foreign/indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per **Annexure-III B**, Sample Forms, Sec-VII, signed and stamped by themselves i.e. manufacturer against the CIL Tender, indicating the Tender Reference No. and date along with the offer. Note: In case where the manufacturing firm happens to have been banned/suspended, the offer of the authorised agent shall not be considered.



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

v) **Indian Manufacturing entity of foreign manufacturer:** Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment.

In such case the bidder shall be required to submit **self certified digitally signed** of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer as per **Annexure III A**. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time.

**A.2.** In case of procurement of equipment, the bidder / manufacturer should have After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, trained technical manpower and training facilities for providing training to CIL's personnel, etc. The minimum criteria for After Sales Service Support facilities should be clearly indicated in the NIT.

**A.3.** In case the bidder/ manufacturer does not have the After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value.

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

**A.4.**The manufacturer / tenderer shall also be asked to submit a certificate that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of this Manual.

**A.5.** In case of equipment of foreign origin to be supplied by foreign manufacturer or Non-Local Supplier, the imported content and domestic content (if any) should be quoted separately in foreign currency and Indian Rupee (INR) respectively. The payment of foreign currency portion would be made directly to the foreign manufacturer and INR portion, if any, to the Non-Local Supplier. In case there is involvement of an Indian Agent, the payment of the Indian Agency commission will be paid directly by NCL in equivalent INR limited to the percentage indicated in the Agency Agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower.

**A.6.** The amount of Agency Commission payable to the Indian Agent in Indian currency will be limited to the percentage indicated in the Agency agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will

make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, by following laid down procedures for such banning/suspension of business dealings

**A.7. OEM/OES** should mention the names of Original Part Manufacturers (OPMs) of bought-out assemblies/ sub-assemblies/ components/ parts fitted in the quoted model of equipment.

**A.8 Collaboration and License Agreements**

**i. Collaboration Agreement:** In case of Collaboration Agreement or Memorandum of Understanding (MoU) with the principal manufacturer, the collaboration agreement/ MoU should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer has to confirm that supply of spares & consumables and service support will be ensured for smooth running of the equipment during its lifetime. The agreement/ MoU evincing collaboration of the Indian Firm/ Company with the Principal Manufacturer must be a document registered in India under the provision of Indian Registration Act, 1908, irrespective of likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act.

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

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

The bidder and licensor having IPR for the equipment being offered should confirm to ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime. The agreements evincing License agreement of the bidder and licensor must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said act.

**A.10. The manufacturer / tenderer shall also submit a certificate that no agent / middleman / liasoning agent or any entity in any name other than the disclosed authorized Indian Agent is involved in the process of procurement of goods and services and if, subsequently, at any stage, it is found that it has given a false certificate, it shall be liable for penal action as per provisions of this Manual.**

**A.11. Undertaking by Agent:** Indian agents shall submit undertaking to the following extent:- “We have been in existence for three years or more on the date of tender opening. We will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and we will be responsible for providing the required after sale service.”

**A.12. Apart from documents stated above, following documents are required for Establishing Bidder’s Eligibility:**

Sl. No.	Category of bidder	Upload digitally signed Scanned copy of documents in support of Eligibility Criteria for the tendered item.
(a)	Indian Manufacturers	Any one of the following valid documents (self certified digitally signed): a. Factory license/Manufacturing license b. NSIC registration certificate. c. DGS&D registration certificate d. SSI/DIC registration certificate

		<ul style="list-style-type: none"> <li>e. ISO Certificate.</li> <li>f. BIS license/certificate</li> <li>g. DGMS approval</li> <li>h. Micro / Small Enterprises MSE] Registration certificate 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.</li> </ul>
(b)	Indian selling agents / dealers / distributors authorized by Indian manufacturer	<ul style="list-style-type: none"> <li>i. Tender specific Manufacturer's Authorization as per Annexure-C, signed and stamped by the manufacturer to quote against the NCL Tender, indicating the Tender Reference No. and date along with the offer (<b>self certified digitally signed</b>):</li> <li>ii. Any one of the following valid documents of the principal manufacturer (<b>self certified digitally signed</b>) <ul style="list-style-type: none"> <li>a. Factory license/Manufacturing license</li> <li>b. NSIC registration certificate.</li> <li>c. DGS&amp;D registration certificate</li> <li>d. SSI/DIC registration certificate</li> <li>e. ISO Certificate.</li> <li>f. BIS license/certificate</li> <li>g. DGMS approval</li> <li>h. Micro / Small Enterprises MSE] Registration certificate 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.</li> </ul> </li> </ul>
(c)	Foreign Manufacturers	<p>Any one of the following Valid documents (<b>self certified digitally signed</b>):</p> <ul style="list-style-type: none"> <li>a. Manufacturing license/certificate</li> <li>b. ISO Certificate.</li> <li>c. Any statutory document confirming the "Manufacturer" status of the Bidder</li> </ul>
(d)	Indian Office or Indian Subsidiary of a Indian Manufacturer	<p>Documents as described in Sl. No. (c) above &amp; Relevant documents to prove their status as Indian Office or Indian Subsidiary of an Indian Manufacturer.</p>
(e)	Indian selling agents / dealers / distributors authorized by Foreign manufacturer	<ul style="list-style-type: none"> <li>i. Tender specific Manufacturer's Authorization as per Annexure-C, signed and stamped by the manufacturer to quote against the NCL Tender, indicating the Tender Reference No. and date along with the offer (<b>self certified digitally signed</b>).</li> <li>ii. Any one of the following valid documents of the principal manufacturer (<b>self certified digitally signed</b>) <ul style="list-style-type: none"> <li>a. Manufacturing license/certificate</li> <li>b. ISO Certificate.</li> <li>c. Any statutory document confirming the "Manufacturer" status of the Bidder</li> </ul> </li> </ul>

(f)	Indian Office or Indian Subsidiary of a Foreign Manufacturer	Documents as described in SI No. (e) above & Relevant documents to prove their status as Indian Office or Indian Subsidiary of a Foreign Manufacturer.
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**NOTE: The certificate in respect of NSIC Registration, SSI Registration, MSME, DGS&D Registration, ISO, BIS License and DGMS approval etc. must be valid on the date of tender opening.**

**Bidders may also note that:**

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

**For Example: If Bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover is less than 20 lakh then bidder has to submit the copy of Notification along Certificate from Practicing CA/CMA/CS that Aggregate turnover from all business is less than 20 Lakh, hence he is exempt from Registration under GST Act, 2017**

*SCANNED DOCUMENTS OF THE DOCUMENTS IN RESPECT OF ELIGIBILITY CRITERIA INCLUDING AUTHORISATION IF ANY, TO BE UPLOADED AS SINGLE .pdf FILE NAMED "Eligibility.pdf", in COVER-I.*

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

## **(B.) Provenness Criteria**

Procurement against this tender shall be made only for proven product. Equipment offered by a bidder shall be considered proven as detailed herein below: - **Bidder shall clearly indicate the clause / sub-clause of Provenness Criteria against which they claims to have quoted for the proven equipment.**

**B.1** The equipment offered by the tenderer shall be considered proven provided minimum one number of quoted model or similar equipment, as defined below, ~~or combination thereof~~, must have been supplied by the bidder (or Manufacturer in case bidder is not manufacturer) in India to mining industry and/ or to the other Industries (Private or Government/ Public Sector Undertaking) and ~~all of them~~ performed satisfactorily for a minimum period of one year from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned one year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender (window period). If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall as per sub clause B.8 below:-

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

**B.2** In case the quoted model or similar equipment has not been supplied by the bidder (or Manufacturer in case bidder is not manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 01 number of offered or similar equipment ~~or combination thereof~~ which have been commissioned one year 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 year from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause- B.1.

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

**B.3** In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their foreign collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required year of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 01 numbers of quoted model or similar equipment ~~or combination thereof~~ which have been commissioned 1 year 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 year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits digitally signed copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

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

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

**B.4** In case the indigenous manufacturer is quoting the same / similar type and model of equipment as supplied by their licensor having valid IPR for the same type and model of equipment being offered worldwide in the past and 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 year of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 01 (one) no. of quoted model or similar equipment ~~or combination thereof~~ which has been commissioned one (01) year prior to the date of opening of tender but not prior to 05 (five) years from the date of opening of tender and ~~all of them~~ performed satisfactorily for a minimum period of 01 (one) year from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits digitally signed copy of their licensed agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least up-to supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirmed to ensure supply of spares and 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 life time of the equipment.

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

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

**B.5** Indian manufacturing entity of foreign manufacturer and bidding as indigenous manufacturer.

In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted of Indian Manufacturing entity has either not been supplied in India or if supplied and commissioned in India and 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 01 (one) no. of offered model or similar equipment thereof which have been commissioned one (01) year prior to the date of opening of tender but not prior to 05 (five) years from the date of opening of tender and ~~all of them~~ must have performed satisfactorily for a minimum period of 01 (one) year from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits digitally signed copy of valid legal agreement / collaboration agreement / licensed agreement / MOU with foreign (principal) manufacturer for the equipment being offered and declaration from the foreign manufacturer that all related required Intellectual Property of quoted equipment or accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give and undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during the lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of equipment throughout its life.

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

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

**B.6** "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of 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.

**B.7** "Similar Equipment" shall be such equipment, which fulfils the following:

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

**B.8** Acceptance Criteria for Similar Equipment

I. If the bidder claims provenness of the quoted model based on similar equipment as per sub clause-B.7 above, then the similar equipment should have performed satisfactorily for a minimum period of one (01) year from the date of commissioning along with satisfactory performance of quoted model for a minimum period of six (06) months from the date of commissioning within the window period of 05 years.

II. If the bidder claims provenness of the quoted model based on similar equipment as per sub clause-B.7 above and the similar equipment has performed satisfactorily for a minimum period of one (01) year from the date of commissioning but quoted model has not worked for a minimum period of six (06) months from the date of commissioning within the window period of 05 years, then the offer may be accepted subject to following conditions:

a. The quoted model should have been designed, manufactured and supplied to the end user but has not been commissioned or if commissioned, has not completed six (06) months of operation after the commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.

OR

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

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

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

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

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

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

**Note:**

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

- i) The 100% Additional Performance Bank Guarantee for the first lot of equipment shall be encashed by NCL. Consequent upon 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.
- ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of first lot of equipment.
- iii) The performance of any individual equipment under this clause shall not be considered for provenness in future tenders of CIL & subsidiaries for any capacity of this type of equipment.
- iv) ~~In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. the differential amount of Normal Customs Duty (NCD) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier.~~

The bidder shall also give a self-certification (duly Ink signed and stamped by the Original Equipment Manufacturer), along with the offer confirming that ***“The equipment covered in the Purchase Order(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a minimum period of one year from the date of commissioning as per the provisions of respective Purchase Order(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending”.***

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

However, the Purchaser reserves the right to obtain the performance directly from the end user of the Equipment. It will be the responsibility of Bidder to facilitate their resources to get the performance from the end user.

***SCANNED DOCUMENTS OF THE DOCUMENTS IN RESPECT OF PROVENNESS CRITERIA TO BE UPLOADED AS SINGLE .pdf FILE NAMED “Prove.pdf”, in COVER-I.***

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

### **3. Relaxation for MSEs and Startup**

**Ref:**

- 1) O.M. No. 1(2)(1)/2016-MA dated 10<sup>th</sup> March 2016 of Additional Secretary and Development Commissioner-MSME, GOI, New Delhi
- 2) O.M. No. F-20/2/2014-PPD(Pt.) dated 25<sup>th</sup> July 2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi
- 3) O.M. No. F-20/2/2014-PPD(Pt) dated 20.09.2016 of Under Secretary (PPD), Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi

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

Definition and Eligibility of Start-up shall be in line with OM vide letter no.F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI, subsequent amendment, if any.

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

Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.

MSEs must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications. There may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entities may prefer procurement from vendors having proven capability. Wherever adequate justification exists, the procuring entities may not relax the criteria of prior experience/ turnover for Startups. In view of the above instructions, wherever, it is decided not to relax prior experience/ turnover criteria.

Prior experience and turn over criteria is not applicable for Startups& MSEs in the tenders in respect of either of the following situation and no further documents regarding Provenness will be required to be submitted by these categories of bidders.



If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the TIA, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per **Annexure-VIII Sample Forms**) has to be enclosed in the tender documents and such MSEs/ Startups should be asked to submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability shall be done by the concerned Technical Department immediately without any undue delay so that it is available for consideration at the time of evaluation/ processing of offers.

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

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

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

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

- a valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- a valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by the Subsidiary Companies for the quoted items.

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

It is clarified that if L I price is quoted by an MSE, then the MSE who quotes L I price will get the opportunity for full supply. However, if there are ancillary units within LI+15% price band, then 25% quantity shall be distributed among them at L I price.

Further, in case of non-divisible tenders, an MSE quoting in the price band of LI+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L I by the MSE concerned.

Where any Aggregator appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Traders are excluded from the purview of this Policy. An MSE Unit will not get any purchase preference over another MSE Unit.

## **C. Bid Documents**

### **1. Content of Bid Documents**

- 1.1 The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:
- a. Instructions to Bidders (ITB);
  - b. General Conditions of Contract (GCC);
  - c. Special Conditions of Contract (SCC);
  - d. Schedule of Requirements (SOR);
  - e. Technical Specifications;
  - f. Sample Forms(including Letter of bid);
  - g. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;
- 1.2 The terms & conditions mentioned in Special Conditions of Contract(SCC), Technical Specifications, Schedule of Requirements (SOR) shall supplement the General Conditions of Contract(GCC). Whenever there is a conflict, specific provisions contained in SCC,SOR& Technical Specifications shall prevail over those in the General Conditions of Contract.
- 1.3 The Bidder is expected to examine all instructions, forms, formats, terms and specifications in the Bid Documents. Failure to furnish all information / documents/ certificates required by the Bid Documents will be at the Bidder's risk and it may result in rejection of its bid.

### **2. Clarification of Bid Documents**

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

## **D. Preparation and Submission of Bid**

### **1. Language of Bid**

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

### **2. User Portal Agreement**

The bidders have to accept unconditionally the 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. No conditional bid shall be allowed/ accepted.

### **3. Letter of Bid (LOB)**

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

uploaded by the department with NIT document, then the bid may be liable for rejection.

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

**Note:**

- a) The person who has signed Letter of Bid physically should bid online while submitting the offer with his DSC mapped in the name of bidder. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of the person signing the LOB as the person is DSC holder and is himself bidding online on CIL’s e-Procurement Portal.
- b) In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized as per **Annexure-II** by the person signing the LOB in favour of person bidding online is required to be uploaded.

**4. Period of Validity of Bids**

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

**5. Methodology for online Submission of Bids**

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

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

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

- a) **Commercial Parameter Sheet (CPS)** - The Commercial Parameter Sheet containing the commercial parameters should be uploaded after filling the required details and selecting the parameters. Bidders must fill and select the relevant information before uploading the same. **Note: Bidders should fill Commercial Parameter Sheet (CPS) first and then Technical Parameter Sheet (TPS-BoQ1) thereafter.**
- b) **Technical Parameter Sheet (TPS-BoQ1)** - The Technical Parameter Sheet containing the technical specification parameters for each tendered item is in Excel format. Non-compliance of any of the parameter of specification for any of the item will disqualify the bidder for that item.  
The Technical Parameter Sheet (TPS-BoQ1) & Commercial Parameter Sheet (CPS) which is incomplete and not submitted as per instruction given will be rejected by the system. In case of non-compliance of any of the parameter/ terms in these sheets shall result in rejection of the bid during the process of automatic evaluation by the system and such bids shall not be considered for opening of Price Bids.

**(II) Other Commercial Information Sheet:** Other Commercial Information Sheet in XLS File (named as COMMERCIAL.XLS) is to be downloaded from bidding portal and uploaded after fulfilling the required details. This xls file shall contain a single sheet and bidders must fill the relevant information in the said sheet before uploading the same (to be submitted in Cover-I)

**(III) a) The details of other documents to be submitted in cover –I**

Annexure - I	Letter of Bid	To be submitted in “LOB” in Cover I as a pdf file.
Annexure - II	Format for Authorisation to DSC Holder bidding online by the person who has signed LOB	
Annexure – III	Manufacturer’s tender specific Authorisation and declaration	To be submitted in “CERTIFICATES” attached in single PDF file in Cover I
Annexure – III A	Principal Manufacturer’s Declaration Form	
Annexure – III B	Manufacturer’s Declaration Form	
Annexure - IV	Self-Certificate for Proven-ness	
Annexure - V	Local Content Certificate	

Annexure - VI	Quality Certificate	
Annexure - VII	No-Deviation Certificate	
Annexure - IX	Declaration regarding Banning	
Annexure - X	HSN (Harmonized Declaration for Non Banning System Nomenclature) code of product.	
Annexure - XIII	Pre Contract Integrity Pact	
Annexure - XV	Certificate regarding procurement from a bidder of a country which shares a land border with India.	
Annexure - XVI	Self-Certificate (in case bidder is a Startup Entity)	
CPS contained in TPS as Sheet 2	Commercial Parameter Sheet	To be downloaded, filled & uploaded in "TPS-BoQ1.xls" file in Cover I
Commercial	Other Commercial Information	To be downloaded, filled & uploaded in "COMMERCIAL.xls" file in Cover I
	Documents related with Eligibility Criteria	To be Submitted in Single pdf file in ELIGIBILITY DOCUMENTS in Cover I
Annexure - VIII	Proforma for Equipment and Quality Control applicable for MSE's & Startups	To be submitted in "EMD AND OTHER DOC" attached in single PDF file in Cover I
SCANNED COPY PROOF TOWARDS EMD / EXEMPTION DOCUMENT FROM EMD / SECURITY MONEY (IF APPLICABLE).		
Certificate / in support of MSME, if applicable		
Certificate in support of Startup, if applicable		
Certificate in support for giving preference to "Make in India" Products		
Any other document/certificate as per requirement of NIT.		

- b) Documents related to Technical Parameters Sheet and Proven ness Criteria are to be uploaded in the folders as detailed below.

Description of documents	Name of folder where it is to be uploaded.
All the documents given in Technical Specification (Annexure - B) in Table under the heading "TECH DOCUMENT - Front End Wheel Loader Bucket capacity 10 to 12 CuM" including scanned indexed content.	It is to be uploaded in four (04) folders named as TECH DOCUMENT A, TECH DOCUMENT B, TECH DOCUMENT C and TECH DOCUMENT D. For ease in searching, the bidder will also upload a scanned INDEXED CONTENT, indicating documents as detailed in table TECH DOCUMENT- Front End Wheel Loader Bucket capacity 10 to 12 CuM, in folder named as TECH DOCUMENT A. Each of the four folders must contain at-least one (01) document.
All the documents related to Proven ness Criteria given in Technical Specification (Annexure -B) in Table under the heading "PROVEN NESS DOCUMENT - 10 to 12 Cum FE Loader"	It is to be uploaded in folder named as "PROVE DOCUMENT"

### 5.3 Price Bid (Cover-II):

#### **For Equipment with Spare Parts & Consumables for the warranty period and Spare Parts & Consumables for specified period, beyond Warranty Period of the equipment) –**

The Price Bid containing the Bill of Quantity (BOQ) is in Excel Format will be uploaded during tender creation. The Price Bid/ BOQ comprises of 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 select the Currency in which they desire to quote prices from the dropout menu available in this sheet (INR or Other Currency).

**II. a) Depending on the selection of Currency made in the Top Sheet/BOQ, following options shall be available:**

**(i) Bid\_INR:** - In case Currency selected as "INR",

(ii) **Bid\_Other:** - In case currency is selected as “Other Currency”.

**Submission of information/Price in ‘Bid\_INR’ or ‘Bid\_Other’:** 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 in the same Excel file along with the price.

Thereafter, the bidder must upload the same Excel file during bid submission in Cover-II. Price is to be quoted in the following manner:

**(A) Bidders Who Desire To Submit Offer Only in “INR”:** The bidders will select the **Type of Currency** as “INR” in the BOQ. The bidders are required to fill all required data and Price Elements as indicated in the BID\_INR Sheet.

**Note: If Bidder quotes only in INR then select Currency Conversion against each Item as “Full Conversion” and select quoted currency as INR.**

**(B) Bidders Who Desire To Submit in “Foreign Currency”:** Foreign Bidders who are not willing to quote in INR have the choice to submit offer in one of the following currencies: (a) US Dollar (US\$); (b) Euro € ; (c) GBP £ (d) Japanese Yen ¥ (e) Australian Dollar (f) Swedish Krona-SEK kr and (g) Korean Won-KRW ₩. The bidders are required to fill all required data and Price Elements as indicated in the BID\_OTHERS Sheet.

**Note:**

- i. If Bidder quotes only in any other foreign currency then select Currency Conversion against each Item as “Partial Conversion” and select quoted foreign currency.
- ii. However, The Port Charges, Clearing & Forwarding Charges and other incidental charges, inland transportation & insurance charges for delivery upto Final Place of Destination and Erection and commissioning Charges and all indigenously sourced items required for fitment in the equipment during its commissioning if quoted separately should be quoted in INR Only in ‘Bid\_Other’ sheet in the relevant fields.

**(C) BIDDERS WHO CHOOSE TO SUBMIT OFFER IN “Multi Currency” (INR and one other specified currency):**

In case any Foreign Bidder or their Indian Agent/ Dealer/ Distributor is willing to quote for Equipment in “Foreign Currency” and any of the other Price Components (Like Erection & Commissioning Special Tools or Spares etc.) in INR, such bidders will choose other currency as any of the following currencies: (a) US Dollar (US\$); (b) Euro € ; (c) GBP £ (d) Japanese Yen ¥ and (e) Australian Dollar during the process of submission of Bid.

**Note:**

- i. If Bidder quotes in INR and one other foreign currency then select Currency Conversion against each Item as “Partial Conversion” and select quoted foreign currency.
- ii. However, The Port Charges, Clearing & Forwarding Charges and other incidental charges, inland transportation & insurance charges for delivery upto Final Place of Destination and Erection and commissioning Charges and All indigenously sourced items required for fitment in the equipment during its commissioning if quoted separately should be quoted in INR Only in ‘Bid\_Other’ sheet in the relevant fields.

**III. Price of Special Tools (If quoted separately):** In case bidders are quoting price separately for Special Tools, they should indicate the total Basic Cost / Per Set in the Bid\_Spl.tools. Per equipment cost for Special Tool is to be indicated in the relevant col./ space of Bid\_INR or Bid\_Other as the case may be.

**Per equipment cost for Special Tool is to be indicated.**

**IV. Bid\_Local (FOR FOREIGN BIDDERS ONLY WHO QUOTE EQUIPMENT IN FOREIGN CURRENCY):**

In this sheet foreign bidders are required to indicate the details of indigenously sourced items required for fitment in the equipment (per Equipment basis) during its commissioning. Quantity and Unit rate of items must be indicated. Currency for quoting Locally sourced items should be INR only. Total FOR destination Cost (Basic+Freight & Insurance Charges) of the offered indigenously sourced items required for fitment in the equipment during its commissioning along with Total GST Amount is to be filled in corresponding space provided in the ‘Bid\_Other’.

## Bid\_Warranty&Bid\_Beyond Warranty

**V. Bid\_Warranty:** – In this sheet bidders are required to indicate the details of Consumable **Spares & Consumables for the warranty period with Price per Equipment wise** 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 the warranty period on per Equipment basis** is to be filled in corresponding space provided in the 'Bid\_INR' or 'Bid\_Other' depending on the currency in which these spares has been offered as explained below.

**VI. Bid\_Beyond Warranty i.e. Bid\_2<sup>nd</sup>, Bid\_3<sup>rd</sup>& Bid\_4<sup>th</sup>:** – In these sheets bidders are required to indicate the details of **Spares & Consumables for Three Years beyond warranty period with price per Equipment wise** 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 Three Years beyond warranty period with price on per Equipment basis** is to be filled in the 'Bid\_INR' or 'Bid\_Other' depending on the currency in which these spares has been offered, as explained below:-

**Note:** In case, the applicable rate of GST is different for different Spares & Consumables, 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. 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 in BID\_INR = ( 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. NCL 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.

### 5.4 OTHER INFORMATION REGARDING BOQ/ PRICE BID:

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

**Note: NCL consignee is/are located in MP as well as UP**

<b>For Intra-State Supply:</b>	<b>For Inter-State Supply</b>
Where bidder is having local office/warehouses in the state of supply. Bidder has to indicate applicable Rate of (CGST+SGST) in terms of %age in the relevant column in Price bid. The breakup to CGST & SGST in terms of %age is to be given in Other Commercial Information (OCI.xls)	Where bidder is NOT having local office/warehouses in the state of supply. Bidder has to indicate applicable Rate of IGST in terms of %age in the relevant column in Price bid.
<b>In case supply is to be made in UP as well as MP, bidder has to quote applicable rate of GST in the price bid and breakup in terms of CGST/SGST/IGST is to be given in Other commercial Information for supply in UP as well as MP as applicable in their case.</b>	

- iii.) The rate of CGST, SGST or IGST, GST Cess (if applicable) entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid.  
If bidder is eligible for Exemption of GST or lower than the normal rate is applicable then bidder has to upload the authenticated documents towards such exemption online & furnish the authentic documents along with certificate of Practicing Chartered Accountant having Certificate of Practice and having valid membership number of ICAI clearly mentioned that Bidder is eligible to opt the benefit of scheme/notification and fulfilled all the condition as mentioned in notification in this regard.
- iv.) In case the tendered item is eligible for Input Tax credit of GST and there is certainty at the time of bid evaluation about the quantum of tax credit available, then the L-1 status shall be decided by deducting the Input tax Credit [CGST, SGST or IGST, GST Cess (if applicable) as the case may be] Amount component from the total Rate by the system.  
However, if Bidder has opted composition scheme as per the provision of section 10 of CGST Act, 2017, they cannot charge the CGST/SGST/IGST/GST Cess, L-1 status will be determined on the basis of their quoted price.
- v.) In case of Bidder is exempted from Registration under GST ACT and submitted the required documents as mentioned above, NCL is liable to deposit the CGST, SGST, GST Cess (if applicable) under reverse charge as per the Provision of CGST Act, then applicable CGST SGST, GST Cess will be included in landed price. However if the tendered items is eligible for Input Tax credit, the same will be deducted while computing the L-1 Status.
- vi.) In case of Successful bidder(s), if at the time of supply it is found that Input Tax Credit available to NCL on this account is less than the 'Input Tax Credit Amount Per Unit" declared in the BOQ/Price Bid, the differential amount between the two shall be deducted from the Bill of Supplier while making payment to them.
- vii.) Delivery is to be effected on Door delivery basis, thus bidder has to arrange the prescribed E-way bill at their end.
- viii.) It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under any circumstances, NCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- ix.) **HSN Code** - Bidder to mandatorily quote HSN (Harmonized System Nomenclature) code of product as per the format given at **Annexure-X**.

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

- 5.5** Both the covers – Cover-I 'Techno-Commercial Bid' and Cover-II 'Price Bid' are to be uploaded in the e-procurement portal before the last date and time for submission of online bid.
- 5.6** Scanned copies (PDF) of the complete documents duly filled in, signed, stamped 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. Bidders are suggested to scan the documents in 100 DPI for clarity & easy uploading.
- 5.7** In case bidders upload copies of registration certificate of NSIC/BIS License and Approval certificates issued by various Statutory Bodies of Govt. of India, all such documents shall be **self certified digitally signed**. Apart from

copies of supporting documents required as mentioned in the NIT, no additional/redundant document should be uploaded. Responses to the NIT in separate attachments, if any, other than what is mentioned in the electronic templates/offer sheet, shall be ignored.

**5.8** The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.

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

**6. Submission of Forged/Tampered Documents**

Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, NCL while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, NCL 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 NCL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and NCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in NCL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

**7. Earnest Money Deposit:**

**Submission of EMD:**

The value of Earnest Money to be deposited by the tenderer is specified in the NIT. Specified amount of EMD shall be submitted online through payment gateway provided at NIC Portal during online submission of bid.

In case of exemption of EMD, the scanned copy of documents in support of exemption will have to be uploaded by the bidder during bid submission (EMD & Other documents). EMD shall be interest free.

**For Overseas bidders EMD in the form of Direct Foreign Remittance** may be drawn directly in the name of Northern Coalfields Ltd. Bank Account 10373629847,CAG Branch, State Bank of India, Kolkata -Branch Code 09998, having the SWIFT Facility bearing No SBININBB175, and scanned copy of the documentary evidence for such Direct Remittance must be up-loaded while submitting online Bid.

**A. Exemption from Submission of EMD**

a) State/Central Government Organisations/PSUs, valid NSIC registered firms, valid Ancillary Units of the Purchaser, Micro and Small Enterprises [MSEs] as per Public Procurement Policy for MSEs Order, 2012 and Startups as recognized by Department for Promotion of Industry & Internal Trade [DPIIT] (irrespective of the stores for which they are registered) are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid [by selecting “yes” option and uploading scanned copy of the documentary evidence in EMD Exemption section provided in the portal]:

Sl. No.	Category of bidders	Documents required for exemption of EMD
1	State/Central Government Organizations/ PSUs	Self- declaration
2	NSIC registered Firms	Valid and Complete NSIC Registration certificate <b>self certified digitally signed</b>
3	Ancillary Units of the Purchaser	Valid and Complete Ancillary status certificate <b>self certified digitally signed</b>
4	Micro and Small Enterprises [MSEs]	<b>self certified digitally signed</b> copy of Registration certificate issued by District Industries Centre 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	<b>self certified digitally signed</b> copy of Recognition certificate from Department for Promotion of Industry & Internal Trade [DPIIT].
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**Note:**

1. Wherever relevant Registration certificate indicate certain validity period, Bidders have to ensure that such validity period covers the original date of tender opening.
2. Above referred "Public Procurement Policy for MSEs Order, 2012" is applicable for procurement of goods produced and services rendered by MSEs. Traders are excluded from the purview of Public Procurement Policy.

**B. Refund of EMD**

- EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful directly to the account from where it has been received. No claim from the bidders will be entertained for receipt of the refund in any account other than the one from where the money has been received.
- In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.
- If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.
- The EMD of the Successful Bidder will be refunded through e-payment on receipt of required Security Deposit from the bidder.
- If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment.

**C. Forfeiture of EMD**

The EMD shall be forfeited in the following cases:

- If the bidder withdraws its bid during the period of bid validity offered by the bidder; or
- In the case of a successful bidder, if the successful bidder fails
  1. Fails to submit order acceptance within 30 days from the date of order; or
  2. Refuses to accept/execute the contract.
  3. Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

**8. Deadline for Submission of Bids**

Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in **Sec-I, IFB**.

The Purchaser may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

In case, 03(three) bids are not received within originally stipulated time; the due date of tender shall be extended by 4 days automatically by the portal. If, even after 4 days extension, less than 03(three) bids are received, tender shall be opened without further extension. In case no offer is received, tender will be cancelled.

**9. Late Bids**

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

**10. Modification and Withdrawal of Bids**

- i. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
- ii. No bid can be modified after the deadline for submission of bids.
- iii. Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.

- iv. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's Earnest Money.

#### **11. Purchaser's Right to Accept or Reject any or all Bids**

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

#### **12. Bid Prices**

**12.1** (a) The bidders are required to quote their lowest prices for Equipment, Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares and Consumables for a period of 36 months.

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

**12.2** The Foreign Manufacturer shall quote for supply of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares and 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).

In case the bid is submitted by an authorised Indian Agent/Indian Subsidiary/Indian Office of foreign manufacturer, such bidder may quote for equipment in foreign currency on behalf of its principal/Parent/Holding Company and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares and 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 Subsidiary/Indian Office in INR, supply of such Spares & Consumables will be made by the authorised Indian Agent and the payment of the same will be made to the authorised Indian Agent/ Indian Subsidiary/Indian Office.

**12.3** The Indigenous Manufacturer or its authorised Indian Agent shall quote the prices for Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares and Consumables for a period of 36 months in INR for delivery on FOR Destination basis. For the purpose of the contract, term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination

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. NCL has no obligation to the supplier on these accounts.

**12.4** Offer for equipment is to be made under Normal Customs Duty (NCD).

**12.5** In case offer 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.

**12.6** 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 and 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 format 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 NIT.
- 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. CIL/NCL has no obligation to the supplier on these accounts.

- 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 as applicable.
- 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 C&F Deptt. of CIL,
  - (ii) After examination, the C&F Deptt. of CIL will inform the supplier the correctness of leviable customs duties for preparation of Bill of Entry,
  - (iii) Thereafter, the supplier will submit the final Bill of Entry to the C&F Deptt., CIL for payment of Customs Duties to Customs Authorities,
  - (iv) C&F Deptt., CIL will pay Customs Duty directly to Commissioner, Customs by Account Payee Cheque / Electronic Fund Transfer,
  - (v) After payment of customs duty by CIL, the supplier will arrange clearance of goods at Port. After final clearance of goods at Port, the supplier will submit customs cleared duplicate Bill of Entry (Importer's Copy) and triplicate Bill of Entry (Exchange Control Copy) and TR-6 challan to C&F Deptt. of CIL.
- G. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the Foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the bidder has also to disclose all payments to agents, brokers or any other intermediaries.

**12.7** Prices quoted by all the bidders for equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares and Consumables for a period of 36 months in INR, shall remain firm till supply of these items.

**12.8** Bids submitted with conditional price quotations shall be rejected.

### **12.9 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 currency US Dollar, EURO, GB Pound, Japanese Yen Australian Dollar, Swedish Krona and Korean Won.
- iii) 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 and Consumables for a period of 36 months in INR also.
- iv) 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.

### **12.9 Consideration of Abnormally Low Bids**

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

## **E. Bid Opening and Evaluation**

### **1. Opening of Bids & Examination, Verification and Evaluation of Bids:**

- i. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process, document in support of exemption of EMD (if applicable) and documents as per requirement of Technical Parameter Sheet (TPS-BoQ1) Cum Commercial parameter Sheet (CPS) in excel format for techno-commercial evaluation.
- ii. The online bids will be opened on the pre-scheduled date and time of tender opening. The bids will be decrypted on-line and will be opened by the "Bid Opener" with their Digital Signature Certificates and upon opening of the tender by the bid openers, system automatically evaluates particulars as contained in GTE, TPS and other commercial parameters (combined with TPS).
- iii. Upon opening of the bids, GTE, TPS and all other documents uploaded by the eligible bidders get opened. The documents and the TPS of all the bidders shall be downloaded and evaluated by the Tender Inviting Authority.
- iv. Any bid which has not been submitted either with the requisite amount of EMD or the valid exemption document will not be considered for further evaluation.
- v. The Purchaser will examine the Techno-Commercial bids submitted online by the bidders and the required uploaded documents to determine whether they are complete and in conformity with the tender document.
- vi. Purchaser will determine whether Techno-commercial bid of the bidders is meeting to the requirements of the tender document on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the tender document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.

### **2. Shortfall Documents / Confirmatory Documents**

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

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

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

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

The above documents will be specified on-line under the link 'Confirmatory Documents, by evaluator, indicating the start date and end date giving 7 days / 5 days (as applicable)' time for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Confirmatory Documents /Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period. NCL reserves the right to verify any of the documents uploaded by the bidder at any stage.

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

### 3. REVERSE AUCTION (For Estimated Value of the tender more than Rupees 50 Lakhs):

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

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

#### Reverse Auction Process (RAP) shall be as under:

- (a) Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform named "Auction BOQ" will be created.
- (b) Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.
- (c) The multi auction template will display only the item-wise L-1 price received, decrement value, starting and end time. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders and NCL.
- (d) The L-1 bid price of each item, calculated as per Evaluation criteria of NIT, will be "Start Bid Price" for respective item of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) Item-wise H -I bid (the highest bid) will be eliminated during price bid opening, if more than four techno-commercially acceptable bids are available and H -1 bidder (the bidder who has quoted the highest net landed cost/price) will not be able to participate in the Reverse Auction for that item. If two bidders have quoted the same H -I net landed cost/price, the bidder who had submitted/ frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However H -I elimination will not be applicable to the preferential category of bidder like MSEs, Make In India, Ancillaries, Domestically Manufactured Electronic Products (DMEP) and other preferential category of bidders notified by Government of India from time to time.
- (g) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
  - i) For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
  - ii) For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.
  - iii) For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.
  - iv) For decrement value from Rs.1,001/- to Rs.10, 000/-, rounding off will be made to nearest 1,000;
  - v) For decrement value from Rs.10,001/- to Rs.1,00,000/-, rounding off will be made to nearest 10,000 ;
  - vi) For decrement value from Rs.1, 00, 001/- to Rs.10,00,000/-, rounding off will be made to nearest 1,00,000 and so on...
- (h) The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower. This shall be worked out as under:

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

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

$DV_1$ = Maximum range of decrement (Bidders can offer reduction in multiples of DV within this range      L1= Start Bid Price or Current Lowest Price as displayed during reverse auction

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

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

- (i) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by **30 minutes** in case of any reduction recorded in the **last 30 minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 30 minutes slot.**
- (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 item/component. The price, if any, may be either equal to the price offered in reverse bid auction or less, otherwise it may be treated as withdrawal of offer and will attract penal action. The break-up of prices should be uploaded in specified time frame. In case the L-1 bidder fails to submit the break-up of landed price within stipulated period, the Purchaser will be at liberty to place order on the basis of the break-up of the e-price bid (BOQ template) submitted by the bidder along with the initial offer, proportionately reduced and the same will be binding on the bidder.
- (m) 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 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 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:** The exchange rate prevailing on the price bid opening date, shall be fed to the system by the TIA during opening of the price bid. The applicable rate will be "Bill Selling Rate" of State Bank of India. Otherwise the reference rate as available from RBI website will be taken.
- (r) 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.
- (s) 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.
- (t) 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.
- (u) 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
- (v) 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.
- (w) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such

a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP.

- (x) 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.

#### **4. Evaluation Criteria:**

Evaluation of Tenders shall be done on total cost basis i.e. Total Landed Cost (inclusive of taxes and duties, after availing Input Tax (CGST, SGST or IGST, if any) of Equipment along with accessories, other incidental costs, Consumable Spares and Consumables for the warranty period of the equipment **and** thereafter spare parts and consumables for 03 years (i.e. 36 months) beyond warranty period of operation of equipment.

##### **(A) Evaluation of Indigenous Offer in Indian Rupees**

- a) The bidder will fill their unit prices in Indian Rupees and on FOR Destination basis with the applicable rate of GST on FOR destination price in BOQ-"INR sheet". For the purpose of the contract, term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination
- b) The rate of GST entered by the bidder in BOQ-"INR sheet" shall be legally applicable rate of GST at the time of submission of bid.
- c) Landed Price shall be arrived at after adding these two elements of prices quoted in BOQ-"INR sheet".
- d) Net Landed Unit Price will be arrived at after deducting Input Tax Credit for GST from Landed Price.

Evaluation will also take into account Net Present Value (NPV) of Spare Parts & Consumables for a period of 36 months, to be supplied after warranty period of 12 months from the date of commissioning of the equipment. The NPV shall be calculated on annual basis. The discounting factors to work out NPV of Spare Parts and Consumables for each of 3 years have been indicated in the BOQ.

**Total Bid Price= Total Net Landed Price of equipment + Total Net Landed Price of Consumable Spares & Consumables for warranty period of 12 months from the date of commissioning of equipment + spare parts and consumables for 03 years (i.e. 36 months) beyond warranty period of operation of equipment on NPV**

##### **(B) For Overseas Manufacturer/ Foreign Currency Offers:**

In case of import offer, the bidder will be required to quote on CIP (Final Place of Destination) basis as explained earlier.

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

- 1) The FOB Price of the equipment, Agency commission if quoted extra, Marine freight and Marine insurance charges will be added together to work out the 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 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 BoQ1 sheet -TOTAL AMOUNT (OTHER CURRENCY)
- 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 BoQ1 sheet under head "Total Amount in INR.

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.

**Erection and commissioning Charges:** Erection and Commissioning charges shall be quoted by the bidder in INR by Indigenous as well as Foreign Bidder.

Erection and commissioning Charges shall be added to applicable Rate of GST on Erection and commissioning Charges. 100% Input Tax Credit shall be considered on GST and IGST for calculation of net Erection and commissioning Charges per Equipment

Evaluation will also take into account Net Present Value (NPV) of Spare Parts & Consumables for a period of 36 months, to be supplied after warranty period of 12 months from the date of commissioning of the equipment. The NPV shall be calculated on annual basis. The discounting factors to work out NPV of Spare Parts and Consumables for each of 3 years have been indicated in the BOQ.

**Total Bid Price=** Total Net Landed Price of equipment + Total Net Landed Price of Consumable Spares & Consumables for warranty period of 12 months from the date of commissioning of equipment + NPV of Total Net Landed Price of Spares & Consumables for equipment for a period of next 36 months after Warranty period of the Equipment

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

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

**Note:**

- i. The L-1 status shall be decided by deducting the Input Tax credit on GST. Therefore the bidders are to ensure timely and correct filing of their returns. In case of any lapse on the part of the bidder resulting in CIL being denied of the Input Tax Credit by tax authorities, equivalent amount shall be recovered from the bills of suppliers.*
- ii. 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.*
- iii. If a new statutory tax / levy/ cess / surcharge etc. comes into effect after award of contract, the same will be considered based on the merit of the case.*
- iv. It shall be responsibility of the bidder to indicate the correct rate of Customs Duty applicable to their goods. If it becomes necessary for CIL 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 CIL. 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.*

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

**6. Contacting the Purchaser**

Subject to clarification w.r.t. Shortfall/confirmatory Documents, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

## **F. Placement of Order**

1. After the procurement is finalized, scanned copy of the Supply Order will be uploaded on the e-procurement portal and the original copy will be sent to the bidder/s through registered/speed post.

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

2. Subsequently, Successful bidder shall submit Security Depot and PBG, as applicable as per terms of Rate Contract/Supply Order.

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

- 3.1** The Purchaser requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

(i) "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;

(iii) "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;

(iv) "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

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

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

the contract or in executing a contract, the Procuring Entity may take appropriate measures in line with CIL Purchase Manual 2020.

**3. Pre-Contract Integrity Pact:-(Applicable for tender Value above 2 Crore).**

The bidders will have to upload along with their offer, the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as **[Annexure-XIII, Sample Forms ]** 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 P. Mallikharjuna Rao, IFS (Retd.)**

No. 72, Prashasan Nagar, Jubileehills, Hyderabad – 500 096  
Mobile No. +91- 9989171958. Email ID: [pmkrao72@gmail.com](mailto:pmkrao72@gmail.com)

**II. Shri V. P. Haran IFS (Retd.)**

23, IFS Viillage, P-6, Buiders Area, Greater Noida, UP – 201310  
Mobile No. +91- 9989171958 Email ID: [vpharan@yahoo.com](mailto:vpharan@yahoo.com)

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

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

**5. Purchase Preference under ‘Make in India’ Policy**

Under ‘Make in India’ policy of Government of India, Purchase Preference will be given to eligible bidders as per Public Procurement (Preference to Make in India), Order 2017 issued vide order No. P-45021/2/2017-B.E.-II dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018 29.05.2019 ,**04.06.2020 and 16.09.2020**) of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry. (**Annexure-XIV, Sample Forms**). Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order.

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

**6. Purchase Preference to Micro & Small Enterprises (MSEs)**

As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

“25% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the band of L-1 +15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and Small Enterprises. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (tendered quantity).

Out of 25% of this quantity, 4% shall be procured from Micro and Small Enterprises owned by SC/ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirement and L-1 price this 4% requirement earmarked for Micro and Small Enterprises owned by SC/ST shall be met from other Micro and Small Enterprises.

MSEs would be treated as owned by SC/ ST entrepreneurs if:

- (i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- (ii) In case of partnership MSE, the SC/ ST partner(s) shall be holding at least 51% shares in the unit.
- (iii) In case of Public Limited Companies, at least 51% share shall be held by SC/ ST entrepreneurs at any given point of time.

Special provision for Micro and Small Enterprise owned by women. Out of the total procurement from Micro and Small Enterprises, 3 per cent from within 25 per cent target shall be earmarked for procurement from Micro and Small Enterprise owned by women.

The firm has to submit a **self certified digitally signed** of Entrepreneurs memorandum certificate i.e. EM-Part-2 issued by District Industries Centre or Registration certificate issued by District Industries Centers (DICs) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or firms having UdyogAadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) to claim their status as "MICRO" & "SMALL" Enterprise.

"SC" & "ST" Entrepreneurs have to submit necessary caste certificate issued by State Authorities.

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

## **7. Purchase Preference to Ancillary Units**

The Ancillary units should indicate their assessed capacity along with the total pending order available with them on the date of tender opening. The difference between the two will be taken as their available balance capacity for the tender and distribution of order quantity will be decided based on the same.

Ancillary Status granted to a firm shall be valid for a period of three years during which the performance of the firm shall be monitored and in case of consistent unsatisfactory performance of the firm or change in the status of the firm from MSE to Medium or Large Enterprise, the ancillary status granted to the firm shall be withdrawn. Renewal of ancillary status for another three years shall be considered only after receipt of request made by the firm.

In tender, the participating ancillary units within the price band of L I +15% shall also be allowed to supply a portion of requirement by bringing down their price to L I price in a situation where L I price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 25% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).

If in a tender, L I price is quoted by an ancillary unit, then the ancillary who quoted L I price will get the opportunity for full supply. However, if there are MSEs within L I + 15% price band, then 25% tender quantity shall be awarded to them subject to their matching L I price.

## **8. Cartel Formation/Pool Rates**

8.1 In case a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system.

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

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

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

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

# **SECTION III**

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

# **SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) "GCC" means the Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.
- o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
- q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.
- r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) "Site" mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.
- x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
- z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores

and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.

aa) "Particulars" shall mean the following:

- i) Specifications;
- ii) Drawing;

iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;

iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;

v) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;

vi) Proprietary make denoting the product of an individual manufacturer;

vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.

bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian

Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

## **2. Application**

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

## **3. Standards**

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

## **4. Use of Contract Documents and Information**

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

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

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

## **5. Patent Rights**

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

## **6. Security Deposit**

6.1. The successful tenderers will have to submit Security Deposit for the 10 % value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

6.3. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10 % of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

- 6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts/rate/running contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within extended security deposit submission period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.
- Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.
- 6.7. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10 % of the contract value.
- 6.8. Security Deposit will be released with the approval of HOD of M M Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- 6.9. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.
- 6.10. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.
- 6.11. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.
- 6.12. The SDBG will be submitted Through Structured Financial Management System (SFMS).

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

- 7.1. Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.
- 7.2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- 7.3. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- 7.4. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.
- 7.5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
- 7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for payment of the particular goods/ equipment(s).
- 7.7. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.



- 7.8. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.
- 7.9. The PBG will be submitted through Structured Financial Management System (SFMS).
- 7.10 In case where the supplier does not submit the PBG in time or as the prescribed format in line with the contract specifications, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till full PBG amount is deducted,. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

## **8. Inspections and Tests**

- 8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object, on any ground whatsoever, to the method of testing adopted by the Inspector. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.
- 8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's risk and cost (a public tariff rate) by such mode of transport as the Purchaser or Inspector may select or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- 8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been

inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.

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

### **9. Packing and Marking**

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

### **10. Delivery and Documents**

- 10.1. The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.
- 10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.
- 10.3. For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of *Incoterms* on the date of tender opening, published by the International Chamber of Commerce, Paris.
- 10.4. The details of shipping documents to be furnished by the Supplier are specified below:

#### **(a) For Imported Goods:**

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

- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
- ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii. Packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty /guarantee certificate;

- v. Manufacturer's Test & Inspection certificate;
- vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
- vii. Documentary evidence of marine freight & marine insurance

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

**(b) For Domestic Goods from within India:**

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

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Warranty**

- 13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

- 13.2. This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment. However, in case of other Goods, warranty shall remain valid for eighteen(18) months from the date of receipt and acceptance of materials at consignee's end or twelve(12) months from the date of use/fitment/commissioning , whichever is earlier.
- 13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.
- 13.4. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### **14. Payment**

14.1. Please refer SCC for Specific payment terms .

14.2. Payment for Indian Agency Commission

The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. Agency commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:

(A )Copy of foreign principal's invoice.

(B )Copy of bill of lading.

(C)Certificate from State Bank of India regarding Bill selling rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

(D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept., of the subsidiary company, where the equipment has been deployed.

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

#### **15. Changes in Order**

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

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

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

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

#### **17. Assignment**

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

#### **18. Subcontracts**

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

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

- 19.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 19.2. If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an amendment to the Contract/ Purchase Order.
- 19.3. Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

### **20. Liquidated Damages**

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

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

- 21.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
  - b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or
  - c. If the Supplier, in the judgment of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

### **21.2. Code of integrity for Public procurement (CIPP):**

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

The following practices would amount to violation of CIPP:

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

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

## **22. Force Majeure**

- 22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.
- 22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.
- 22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.
- 22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.
- 22.7 The contract shall be governed by the following Force Majeure Clause:  
*"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of*

*occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract n or shall either party have any claim for damages against the other in respect of such non - performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. ”*

### **23. Termination for Insolvency**

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

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

- 24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

### **25. Governing Language**

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

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

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

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

Except in cases of criminal negligence or willful misconduct;

- 27.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised, any/ or from any other remote cause whatsoever.
- 27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the Goods & Services hereunder which caused such losses, claims, damages, costs or expenses.
- 27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

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

- 28.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken

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

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

*"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 -DPE (GM)/FTS - 1835 dated 22.05.2018."*

**29. Progress Reports:**

29.1 The Supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

29.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

**30. Provisions of CIL's Purchase Manual**

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

**31. Applicable Law**

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

**32. Jurisdiction of Courts**

32.1 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tender or supply order has been issued.

32.2 The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**33. Notices**

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing. For the purpose of all notices, the following shall be the address of the Purchaser:  
General Manager (MM) – Purchase / HoD,  
Northern Coalfields Limited (HQ), PanjrehBhawan,  
MM Department, 1<sup>st</sup> Floor, Singrauli -486 889, India  
Fax: 07805 – 266388 Phone: 07805 – 266481  
Email address: [gmmm.ncl@coalindia.in](mailto:gmmm.ncl@coalindia.in)

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

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



# **SECTION IV**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **SPECIAL CONDITIONS OF CONTRACT**

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

#### **1. Security Deposit**

- 1.1** The successful tenderer shall have to deposit Security Money for an amount of **Ten per cent (10%)** of the total landed value of the contract including all taxes, duties and other costs and charges in the form of Bank Draft drawn in favour of **Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code: 3767)**, Singrauli (MP) or at any scheduled bank located at MORWA/ SINGRAULI, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of NCL enclosed as **Annexure-XI** within 15 days from date of placement of order.
- 1.2** The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- 1.3** Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause of NIT.
- 1.4** The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Northern Coalfields Limited shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Northern Coalfields Limited
	Area	Head Quarter
	Bank Account No/ Customer-ID of Beneficiary	352905000016
	Department	MM Dept.
Beneficiary Bank Branch Address	ICICI Bank Ltd., Singrauli Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889	
IFSC Code	ICIC0003529	

- i. Details for Beneficiary Bank under fields of SFMS shall be as under:

SFMS Field No.	Details
7035	IFSC Code: ICIC0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

- i. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
- ii. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:  
“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... At ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.”

- 1.6** Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

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

### **1.7 Exemption from submission of Security Deposit:**

- i) All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit.
- ii) Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

### **2. Grace Period**

- 2.1 A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities will make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.
- 2.2 The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for inspection of stores(in case of pre-dispatch inspections) which should be made within the original delivery period.
- 2.3 If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser may accept the stores even though the inspection was completed after the delivery date.
- 2.4 The grace period will only apply to the original contract delivery period/re- fixed delivery period and will not be applicable once an extension of delivery has been granted.

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

The purchaser has the following options depending upon the circumstance of case:-

- a) To extend the delivery period with imposition of liquidated damages, right of reservation and denial clauses
- b) To forfeit the security deposit in full or in part depending on the merit of the case
- c) To cancel the contract
- d) To impose other available sanctions/penalties as per contractual provision.

### **4. Liquidated Damages:**

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

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

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

- (g) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon. Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises
- (h) Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises

## 5. Paying Authority

The Paying Authority shall be Area Finance Manager, NCL (HQ) for Equipment AND Area Finance Manager (AFMs) of the concerned Project/Areas of NCL for Consumable spares & consumables for warranty period of the equipment and thereafter spare parts and consumables for 03 years (i.e. 36 months) beyond warranty period of operation of equipment.

Bill is to be raised in respect of Consignee with respective GSTIN No. of the Consignee.

## 6. PAYMENT TERMS:

**6.1.** Payment shall be made in the currency or currencies specified in the contract in the following manner:

### **6.1.1 Indian Rupees: 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 shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission of Performance Bank Guarantee valid for 54 months period from the date of commissioning of all the equipment covered in the contract.
- ii. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of the NCL HQ, where the equipment has been deployed and confirmation of receipt of spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment by the paying authority.

### **6.1.2. 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 spares and consumables and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at consignee's end.

### **6.1.3 Submission of Documents for Payment in Indian Rupees for Equipment:**

For payment of Equipment in Indian Rupees, following documents along with bill shall be submitted by supplier to Paying Authority and one copy to the consignee:

- i. Four copies of the Supplier's invoice as per GST Act and rules, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- ii. Receipted Challan/ Consignment Note of all the consignments/acknowledgement of receipt of Goods from the consignee(s);

- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate;
- v. Copy of Performance Bank Guarantee as per NIT format at Annexure-L,
- vi. Lowest Price certificate as per NIT Format at Annexure-D
- vii. Documentary evidence for freight and transit insurance charges up to the destination.
- viii. Any other document(s) required as per contract.

#### **6.1.4 Submission of Documents for Payment in Indian Rupees for consumable spares and consumables:**

For payment of consumable spares and consumables in Indian Rupees, following documents along with bill shall be submitted by supplier to Paying Authority with a copy to the Ultimate Consignee:

- i. Four copies of the Supplier's invoice as per GST Act and rules, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.
- ii. Receipted Challan/ Consignment Note of all the consignments.
- iii. Lowest Price certificate as per NIT Format at Annexure-D
- iv. Copy of applicable Performance Bank Guarantee as per NIT format at Annexure-L
- v. Any other document(s) required as per contract

#### **6.2.1. Foreign Currency: 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. 80% payment of the net CIF value will be made against submission of shipping documents and copy of Performance Bank Guarantee and original copies of acceptance of this PBG by NCL and receipted challan / consignment note of all the consignments, through unconfirmed, irrevocable letter of credit.  
(Please note that Original copy of Performance Bank Guarantee is to be submitted at NCL and acceptance of the same shall be communicated to the Bank for Payment)
- iii. Balance 20% of the net CIF value will also be paid through same unconfirmed irrevocable, letter of credit against submission of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of the NCL HQ, and confirmation of receipt of spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment by the paying authority.

All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by NCL 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 only after receipt of Security Deposit.

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

**PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. 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.**

The INR component of CIP value shall be paid after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of the NCL HQ.

Foreign Bidders to indicate clearly the Banker's Details for payment of The INR component of CIP in Indian Rupees.

**6.2.2. 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 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.

PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. 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.

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

Foreign Bidders to indicate clearly the Banker's Details for payment of The INR component of CIP in Indian Rupees.

**6.2.3. Submission of Documents for Payment in foreign Currency for equipment:**

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

- i) 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.
- ii) Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading.
- iii) Four (4) copies of packing list identifying contents of each package.
- iv) Manufacturer's Warranty /Guarantee Certificate.
- v) Manufacturer's Test & Inspection Certificate.
- vi) Lowest Price certificate as per NIT Format at Annexure-D
- vii) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- viii) Copy of Performance Bank Guarantee as per NIT format at Annexure-L
- ix) 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.
- x) Any other document(s) required as per contract.

A copy of above documents to be submitted to Ultimate Consignee.

**6.2.4 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:

- i) 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.
- ii) Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading.
- iii) Four (4) copies of packing list identifying contents of each package.
- iv) Lowest Price certificate as per NIT Format at Annexure-D
- v) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- vi) 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.
- vii) Copy of Performance Bank Guarantee as per NIT format at Annexure-L
- viii) Any other document(s) required as per contract

A copy of above documents to be submitted to Ultimate Consignee.

**C) PAYMENT FOR 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. Agency commission, if any, shall be paid in equivalent Indian rupees 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 BC selling exchange rate ruling on the Date of bill of lading.
- d) Certificate of receipt and acceptance of material issued by the project head.

The Payment shall be made by Electronic Fund Transfer (EFT) or E Payment. The bidder is requested to furnish EFT No. and other related details in their offer to be valid for contract period.

The bidder must give their banker's name address, type of accounts and A/C No. in their offer.

**D) 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.

**E) AGENCY COMMISSION CERTIFICATE:** In case no Agency Commission is payable, the successful bidder will have to furnish the following certificate along-with the bills:

"NO COMMISSION, REBATE, DISCOUNT, MARGIN OR ENGINEERING AND TECHNICAL SERVICE FEES, COMPENSATIVE CHARGES OR AGENCY COMMISSION BY ANY OTHER NAME OR IN ANY OTHER FORM ETC. FROM THE EX-WORKS/NET F.O.B. VALUE OF THE CONTRACT IS PAYABLE BY THE EQUIPMENT SUPPLIER TO ANY PERSON/AGENT OR

AGENCY. THIS CERTIFICATE WILL FORM A PART OF THE LETTER OF CREDIT. IN CASE SOLE SELLING INDIAN AGENT IS QUOTING ON BEHALF OF THE PRINCIPAL, ABOVE CERTIFICATE SHALL BE GIVEN BY THE PRINCIPAL, i.e. ORIGINAL EQUIPMENT MANUFACTURER.”

**NO PAYMENT SHALL BE MADE FOR SUPPLY OF INCOMPLETE EQUIPMENT.**

**NO OTHER PAYMENT TERMS SHALL BE ACCEPTED.**

## **7. Prices**

### **7.1 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.

(ii) The bidder will have to submit a copy of the last (latest) purchase order for the similar/ordered item (s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and /or its Subsidiaries or other P S U 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 /o r its Subsidiaries or other P S U 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 low er rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization. ”

**Note:** Price Fall Clause shall not be applicable for purchase value upto Rs.2.00 lakh.

### **8. Banned or De-listed suppliers**

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

**(Annexure IX Sample Forms)**

### **09. Distribution of Order**

**09.1** In case the L1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L1 price (landed) shall be counter offered to L2 tenderer and after their acceptance L2 tenderer shall be booked for their offered capacity. Similar process of counter offering L1 rate to L-3 and L-4 vendor and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

**09.2** Purchase Preference/Distribution of Qty. to MSEs / Start up/Make in India/ Ancillary Units etc. shall be dealt as per relevant clauses of NIT.

### **10. Risk Purchase**

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, Northern Coalfields Limited shall have the right to purchase the stores from elsewhere after due notice to the



defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies /CIL. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

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

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

## 11. Taxes and Duties

The bidder is liable to be registered under GST and furnish GST registration number in their offer unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities. The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

- a. **Composition Scheme:** Where the bidder has opted for composition levy under Sec. 10 of CGST, he should declare the fact while bidding.
- b. The rate quoted by the supplier shall be exclusive of GST and it should be strictly as per format of BoQ. Item wise rate of GST applicable at the time of bidding shall be indicated by the bidder in respective column of the BoQ. If the bidder has opted for composition levy, no tax under GST shall be charged and accordingly no GST rate should be indicated by such bidder in the BOQ.
- c. The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total value (including GST) quoted by the bidder by the amount of GST eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.
- d. Where the supplier is an unregistered one i.e. (exempt from registration under GST) supplying taxable item causing subsidiary company liable to deposit tax under reverse charge, the GST, as applicable and payable by respective subsidiary under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also, the L1 shall be decided based on cost to company ascertained after deducting the GST amount eligible for input tax credit, if any, from the total value including tax arrived as above.
- e. The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of respective areas of respective subsidiary. The rate and amount of CGST & SGST or IGST related to supply of goods shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.
- f. The CGST & SGST or IGST, as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that the respective subsidiary could be able to avail Input tax credit of such CGST & SGST or IGST reflected in the invoice.
- g. The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be payable only when they appear in GSTR 2A of the subsidiary company and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made thereunder.
- h. If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to subsidiary company in its relevant returns under GST, payment of CGST & SGST/ IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable GST paid based on such Tax invoice shall be recovered by the respective Subsidiary Company from the current bills or any other dues of the supplier.
- i. In the event of any additional tax liability accruing on the supplier due to classification issue or for any other reason, the liability of subsidiary company shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- j. In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.

- k. If, any delay is arising in payment against the invoice due to fault of supplier and any reversal of input tax arises due to delay payment of invoice the same will be recovered from supplier along with interest as paid by NCL due to reversal.
- l. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed at any stage even after supplier order /award of work issued, NCL has right to reject the supply order/letter of award. NCL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by NCL
- m. In case CBIC (Central Board of Indirect tax and Customs)/ any equivalent government agency brings to the notice of NCL that the Supplier of Goods has not remitted the amount towards **GST (CGST & SGST or IGST)** collected from NCL or any other person to the government exchequer, NCL reserve the right to upload such defaulter on website and may also consider for giving holiday/debarring from participating tenders.
- n. **Applicability of GST on Liquidated damages, EMD and /or Security Deposit forfeiture:**  
GST shall be applicable on Liquidated damages, EMD and /or Security Deposit forfeiture and will be extra and will be recovered for suppliers/ bidders.

**12. INPUT TAX CREDIT:** NCL IS ENTITLED TO AVAIL INPUT TAX CREDIT ON ACCOUNT OF GST, SGST, IGST, GST CESS FOR INDIGENOUS PRODUCTS, IGST FOR IMPORTED PRODUCTS. HENCE, SET OFF ALLOWED AGAINST CGST, SGST, IGST AS PER RELEVANT TAX ACT SHALL BE CONSIDERED FOR DETERMINING TENDER STATUS FOR WHICH BIDDERS SHALL AGREE TO SUBMIT FOLLOWING DOCUMENTS, AT THE TIME OF SUPPLY, ALONG WITH THEIR BILLS FOR ENABLING NCL TO INPUT TAX CREDIT.

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

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

**2) Vendors / service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.**

**3) GST Registration Number of NCL in case of supply for MP is 23AABCN4884HE1ZE and in case of supply for UP is 09AABCN4884H1Z4. In case Supply Contract is concluded on you, your bills should bear this number to enable NCL to claim INPUT TAX CREDIT.**

**4) Supplier will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/ applicable GST returns has been/will be uploaded in GST Portal within due time as prescribe in CGST Act and CGST,SGST or IGST has been deposited as per the provision of GST Act and rules thereon.**

5) Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) within a period specified in Contract to enable NCL to avail input credit of **GST (CGST & SGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to NCL for any reason not attributable to NCL, then NCL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by NCL to the Supplier. Further in this case, NCL reserve the right to upload name and detail of such defaulter on NCL website and may also consider for giving holiday/debarring from participating tenders.

6) Where NCL has the obligation to discharge **GST (CGST & SGST or IGST)** liability under reverse charge mechanism and NCL has paid or is /liable to pay **GST (CGST & SGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to NCL or ITC with respect to such payments is not available to NCL for any reason which is not attributable to NCL, then NCL reserve the right to deduct / recover such amounts against any amounts paid or payable by NCL to Supplier.

7) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.

8) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.

9) The TCS @ applicable rate can be collected on supply of materials/goods for value including GST by the supplier, if supplier, meets the provisions as stipulated under section 206C(1H) of Income Tax Act, 1961'

### 13. Performance Bank Guarantee:

13.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract on Landed basis inclusive of all taxes and duties on FOR destination which should be **valid for Erection & Commissioning period + 54 months** from the date of commissioning of the equipment.

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

#### **For Indigenous Order -**

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

13.3 The PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per above provisions, by the number of equipment ordered for that particular item of the NIT.

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

13.5 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval.

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

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

Name of Beneficiary & his details	Name	Northern Coalfields Limited
	Area	Head Quarter
	Bank Account No/ Customer-ID of Beneficiary	352905000016
	Department	MM Dept.
Beneficiary Bank Branch Address	ICICI Bank Ltd., Singrauli Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889	
IFSC Code	ICIC0003529	

ii. Details for Beneficiary Bank under fields of SFMS shall be as under:

SFMS Field No.	Details
7035	IFSC Code: ICIC0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:  
“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... At ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.”

#### 14. Erection & Commissioning:

The supplier shall be responsible for the erection and commissioning within the period specified in the Delivery Clause of NIT. However, the purchaser will assist in providing necessary erection tools & tackles etc. for this purpose. No Manpower shall be provided. 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 delivered/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 delivered/landed price of equipment along with accessories.

In case there is delay in erection & commissioning on account of NCL, the period of delay (on account of NCL) shall not be counted for levy of liquidated damages. For details TPS Clauses may please be referred.

#### 15. COMPOSITE GUARANTEE/WARRANTY –

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

a) In accordance with the contract specifications.

b) The equipment shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the accepted date of commissioning. Any defect arising observed on this account will have to be attended immediately and in no case beyond a period of 48 hours. For specific warranty/guarantee on assemblies and sub assemblies' details are given in Special Guarantee Clause of TPS.

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 complete equipment so that comprehensive responsibility lies only with the equipment supplier although components may be supplied by different suppliers to the bidder.

#### 16. Inspection and Tests:

As per Clause No. 8 of GCC

#### 17. Incidental Services

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

a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

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

**18. Part Catalogue:**

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

- 19. ALL PROVISIONS OF COAL INDIA PURCHASE MANUAL - 2020 SHALL BE APPLICABLE TO THIS TENDER.**
- 20.** Notwithstanding anything said above Northern Coalfields reserve the right to follow any guideline or instructions received from the government or any statutory body from time to time.
- 21. DISPUTES ARE SUBJECT TO THE JURISDICTION OF "SINGRAULI COURT" ONLY.**

# **SECTION V**

## **SCHEDULE OF REQUIREMENTS**

## SECTION V - SCHEDULE OF REQUIREMENTS

### 1. Delivery Schedule

SI No.	Description	Expected Delivery Schedule
01	Front End Wheel Loader Of Bucket Capacity In The Range Of 10 To 12 Cum (Total Quantity – 05 Nos.)	05 No. Front End Wheel Loader shall be supplied within 18 Months from the date of issue of Supply Order.  Each equipment shall be commissioned within 21 days of the date of receipt of each complete equipment at site.
02	<b>spare parts</b>	As per TPS.

### 3. Project wise details of requirement/consignee:

SI No.	Name of the Project	Qty (Nos.)	CONSIGNEE
1	<b>AMLOHRI (MP)</b>	<b>01</b>	The Depot Officer, Northern Coalfields Limited, Regional Store, Amlohri P.O. Amlohri Colliery, Distt. Singrauli Madhya Pradesh Pin-486887
2	<b>DUDHICHUA (UP)</b>	<b>01</b>	The Depot Officer, Northern Coalfields Limited, Regional Stores, Dudhichua Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP) Pin 231222
3	<b>KHADIA (UP)</b>	<b>01</b>	The Depot Officer, Regional Stores, Khadia Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)- Pin-231222
4	<b>JAYANT (MP)</b>	<b>01</b>	The Depot Officer, Northern Coalfields Limited Regional Stores, Jayant Project, NCL, PO - Jayant, Distt. - Singrauli Madhya Pradesh Pin 486890
5	<b>NIGAH (MP)</b>	<b>01</b>	The Depot Officer, Regional Stores, Nigahi Project , P.O. Nigahi Colliery, Dist: Singrauli, Madhya Pradesh Pin 486884
<b>Total</b>		<b>05</b>	

# **SECTION VI**

## **TECHNICAL SPECIFICATIONS**



**TECHNICAL DOCUMENT**

Detailed Technical Specification of required FRONT END WHEEL LOADER OF BUCKET CAPACITY in the range of 10 to 12 Cum is given in Technical Parameter Sheet (TPS).

**INSTRUCTION FOR FILLING TECHNICAL PARAMETER SHEET (TPS) AND SUBMISSION OF DOCUMENTS.**

- a) The bidder is required to go through the Technical Specification of SUPPLY OF FRONT END WHEEL LOADER OF Bucket CAPACITY in the range of 10 to 12 Cum as detailed in TPS and hereunder.
- b) The bidder is also required to go through the two tables given in Technical Specification under the heading TECH DOCUMENT -FE Wheel Loader Bucket capacity 10 to 12 CuM and PROVEN NESS DOCUMENT -10 to 12 Cum FE Loader.
- c) Bidder is required to fill the value in the “Bidder’s Value” column in the Technical Parameter Sheet and wherever applicable values given in “Bidder’s Value” column are to be supported by uploading the relevant documents as detailed in table given in Technical Document under the heading “TECH DOCUMENT - FE Wheel Loader Bucket capacity 10 to 12 CuM.
- d) Uploading of all the documents pertaining to TECH DOCUMENT - Front End Wheel Loader Bucket capacity 10 to 12 CuM is to be done by segregating the same in 04 folders to be named as “TECH DOCUMENT A”, “TECH DOCUMENT B”, “TECH DOCUMENT C” and “TECH DOCUMENT D”.  
  
It will be the bidder’s prerogative to segregate the uploading of the documents in these 04 folders. However bidders are requested to note that
  - (i) For ease of searching of uploaded documents a scanned Indexed Content of uploaded documents shall have to be given in folder “TECH DOCUMENT A”
  - (ii) Each of the four folders must contain at least one document.
- e) Similarly Documents listed in table under heading “PROVEN NESS DOCUMENT -10 to 12 Cum FE Loader” shall be uploaded in folder named as “PROVE DOCUMENT”.
- f) Technical scrutiny of an offer shall be carried out in accordance with Bidder’s value, given in the TPS and data / information contained in the related documents.
- g) All the values given in the TPS shall be verified / scrutinized/ tallied / cross-checked with the documents submitted for the purpose.

**SUBMISSION OF DOCUMENT:** The bidder shall upload authenticated scanned copies of all the documents / information listed in table under heading TECH DOCUMENT- FE Wheel Loader Bucket capacity 10 to 12 CuM, in 04 folders named as “TECH DOCUMENT A” “TECH DOCUMENT B” “TECH DOCUMENT C” and “TECH DOCUMENT D”. All these

**04 folders must contain at least one document.**

**The bidder is required to show and submit the original copies of documents for which scanned copies had been submitted as above (if required).**

**NOTE : Offer submitted with irrelevant, abnormal, unusual, inconsistent value(s), against any clause of TPS may reflect the bidder as 'COMPLIED' by the system but the same may be rejected if necessary after due evaluation of the information provided.**

**TECH CLAUSE C.11.1.a**

Company / User Mine Name	Mine Name & its type where the equipment is deployed	Complete Address of Company / user mine	Contract No. and Date	Phone no.* / Mobile No.*	Fax No.*	E-Mail ID*	Name of contact person	Sl. No. of machines	Model	Commissioning Date

\*Should be recent and active for getting information during tendering process and afterwards.

**TECH CLAUSE C.11.1.b**

Major Depot / Warehouse			Service Facility		
Location with complete address	Contact Nos.	Inventory Value (Approx.)	Location with complete address	Type of facility available	No. of Engineers*

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

**TECH CLAUSE C.11.2.e: Result of service and secondary brake stopping test:**

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

**TECH CLAUSE B.11****AFTER SALES & SERVICE SUPPORT UNDERTAKING**

This DEED of undertaking is executed on this..... day of.....2023 by M/s..... a proprietorship/partnership firm/a company incorporated under the Companies Act 1956 having its registered office at.....Distt..... (State) (herein after called 'Bidder') through its authorized representative/attorney which expression shall unless repugnant to the context of meaning thereof includes its successors and assigns in favour of Northern Coalfields Limited, Singrauli a Government Company within the meaning of Companies Act 1956 (a subsidiary of Coal India Ltd), wholly owned Government of India undertaking having its registered office at Singrauli District Singrauli (Madhya Pradesh) which expression shall unless repugnant to the context of meaning thereof includes its successors and assigns.

Whereas the bidder has submitted a bid against NIT no.....dt.....invited by Northern Coalfields Ltd Singrauli for supply of.....

And whereas clause.....sub clause.....of NIT prescribes that the bidder 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 NCL personnel.

And whereas the said clause further prescribes that in case the bidder does not have the above after Sales Service Support facilities in India, it will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within then completion period of warranty of the first equipment commissioned. The supplier has to undertake to maintain after sales service throughout the life of equipment as mentioned in Clause No. B.11 of Technical Parameter Sheet.

Now, in consideration of the aforesaid requirement. I, .....being authorized representative/attorney on behalf of.....undertake to Northern Coalfields Ltd that if our bid is accepted and in the event of placement of order to our firm/company we shall establish the aforesaid facilities i.e. after Sales Service Support facilities in India like Depot/Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to NCL personnel in India, within the completion period of warranty of

the first equipment commissioned to maintain after sales service throughout the life of equipment as mentioned in Clause No. B.11 of Technical Parameter Sheet.

In case, After Sales Service Support facilities already available in India, the firm has to undertake that they maintain After Sales Service Support and service facilities as mentioned in Clause No. B.11 of Technical Parameter Sheet, throughout the life of the equipment.

We further undertake that in case we failed to establish the aforesaid 'after sales service support facilities' in India within the period as scheduled in such situation Northern Coalfields Ltd shall be fully entitled to recover the damages or loss etc. suffered and shall also be free to take any action against our firm/company which may deem fit.

In witness where of we M/s..... hereto have executed these presents on the day month first above written.

Place- .....

Signed and delivered by

For & on behalf of

Firm's Name

**TECH CLAUSE B.7.2**

**NORTHERN COALFIELDS LIMITED  
ANNUAL PERFORMANCE REPORT**

Name of Project----- Operational Year-----

Model of Eqpt----- Make ----- Eqpt. Sl. No. ----- Date of comm-----

P. O No & Date----- Period From----- To-----

Period		Total Shift Hrs.	Working Hrs.	Breakdown Hours		Maint. hours	Idle Hours	Total B/D Hrs on Supplier A/c	% Availability	Remarks
From	To			On A/C of Purchaser / NCL	On A/C of Supplier					
		(a)	(b)	(c)	(d)	(e)	(f)	(g=d+e)	(a-g) / a * 100	
<b>TOTAL</b>										

-----  
Signature of Supplier Representative  
with Name and Designation

-----  
Signature of In charge of Equipment  
with Name and Designation

-----  
Signature of Project Engineer (Excv)

-----  
Signature of Project officer

-----  
Signature of Area Staff officer (Excv)

-----  
Signature of Area G.M / C G M

**C.11.3 Dimensions, Weights and Performance Details - The bidder has to submit the values / details against following clause for offered equipment**

<b>C.11.3.1</b>	<b>Dimensions</b>
	a. Maximum Overall length in m
	b. Maximum width over tyres in m
	c. Maximum overall height - bucket at full raised in m
	d. Bucket width in m
	e. Clearance diameter - bucket at carry in m
<b>C.11.3.2</b>	<b>Working Ranges:</b>
	a. Dump clearance at maximum lift and 45 degree discharge in m
	b. Reach at maximum lift and 45 degree discharge in m
<b>C.11.3.3</b>	<b>Machine Weights</b>
	a. Bucket weight in Kg
	b. Operating Weight - Front wheels in Kg
	c. Operating Weight - Rear wheels in Kg
	d. Total Operating Weight in Kg
<b>C.11.3.4</b>	<b>Engine</b>
	a. Manufacturer and model
	b. Number of cylinders
	c. Bore (in mm)
	d. Stroke (in mm)
	e. Displacement (in Liter)
	f. net power (max <sup>m</sup> ) at .....r / min as per ISO 9249
	g. Maximum torque at .....r / min as per ISO 9249
	h. ECM make, version and features
	i. Model year
	j. Specific Fuel Consumption (SFC) as per Engine Performance Curve complying with ISO:9249 (gm/ kw-hr)
<b>C.11.3.5</b>	<b>Transmission</b>
	a. Make and model
	b. Type
	c. Number of gear speeds: forward and reverse
	d. Travel speeds:( forward gears) in Km/h
	e. Travel speeds ( reverse gears) in Km/h
<b>C.11.3.6</b>	<b>Final Drive :</b>
	a. Type & Make
	b. Differential ratio
	c. Planetary ratio
	d. Rear axle oscillation
	e. Wheel lift - total in mm
<b>C.11.3.7</b>	<b>Steering</b>
	a. Make & Type
	b. Minimum turning radius (over tyres) in mm
	c. Emergency steer method
	d. Steering angle (each direction)
<b>C.11.3.8</b>	<b>Electrical System</b>
	a. Starter make , model and rating
	b. Starter control make and model

	c. Alternator make , model and rating
	d. Batteries numbers , Make and rating (Ah & CCA)
	e. Lighting details
<b>C.11.3.9</b>	<b>Brakes</b>
	a. <b>Service Brake</b> : Make, Model
	b. <b>Service Brake</b> : <b>Front</b> : Type
	c. <b>Service Brake</b> : <b>Front</b> : Actuating System
	d. <b>Service Brake</b> : <b>Rear</b> : Type
	e. <b>Service Brake</b> : <b>Rear</b> : Actuating System
	f. <b>Secondary Brakes</b> : Type
	g. <b>Secondary Brakes</b> : Actuating System
	h. <b>Parking brakes</b> : Type
	i. <b>Parking brakes</b> : Actuating System
<b>C.11.3.10</b>	<b>Tyres</b>
	a. Make
	b. Size
	c. Type
	d. Tread depth
	e. Ply /Star rating
	f. Rim Size
<b>C.11.3.11</b>	<b>Hydraulic System</b>
	a. Make & Model of Pumps
	b. Type of Pumps
	c. Number of Pumps
	d. Flow rate of Pumps
	e. Operating pressures of Pumps
	f. Make & Model of Cylinders
	g. Number of Cylinders
	h. Piston Diameters of Cylinders
	i. Stroke Length of Cylinders
	j. Relief valve setting pressures (kPa)
	k. Operating pressures of all systems (kPa)
	l. Hydraulic Cycle Time • Raise lift Arm (Loaded)
	m. Hydraulic Cycle Time • Dump bucket (Loaded)
	n. Hydraulic Cycle Time • Lower lift arm (empty)
	o. Hydraulic Cycle Time •Total cycle time
<b>C.11.3.12</b>	<b>General</b>
	a. Details, number and location of fire extinguishers
	b. Make, Model and Operating range of all gauges/ indicators
	c. Make, Model of all warning alarms

## TECH DOCUMENT - Front End Wheel Loader Bucket capacity 10 to 12 CuM

### List of Documents

Following documents (authenticated and scanned) are to be uploaded in four (04) folders named as “TECH DOCUMENT A”, “TECH DOCUMENT B”, “TECH DOCUMENT C”, and “TECH DOCUMENT D”. For ease in searching and identifying, a scanned indexed content indicating Documents as detailed below is to be submitted in folder named as “TECH DOCUMENT A”. Each of the four folders must contain at least one document. In case any document contains more than one information out of the below listed items below, then the same is to be mentioned very clearly.

1	List of tools covered in Comprehensive tool kit along with quantity required for general Maintenance and repair. (CLAUSE No. A.2 of TPS)
2	List of Special Tools if required for erection and commissioning of Equipment. (CLAUSE No. A.2 & C.11.1.c of TPS)
3	A Self certificate to the effect that any other tool if required over and above the list of comprehensive tool kit and special tool, shall be provided by the bidder at no cost to purchaser during the contract period (CLAUSE No. A.2 of TPS)
4	A self-certificate to the effect that the offered equipment will work and perform satisfactorily in the Geographical and climatic conditions as mentioned in CLAUSE No. B.1 of TPS
5	Details of major bought-out items including Air-Conditioner etc indicating manufacturer name with their complete address (CLAUSE No. B.6.1.b & C.11.2.i of TPS).
6	Self-Certificate with respect to all major components other than items identified / mentioned in Major bought out items list are manufactured by the bidder in their works exclusively as per CLAUSE No. B.6.1.b of TPS.
7	List of Spare parts & Consumables including refrigerant, coolant, lubricants & Greases (per equipment wise), required for operation of Loader during warranty period. (CLAUSE No. B.6.2.1.a(i) of TPS).
8	List of Spare Parts and Consumables including refrigerant, coolant and lubricant for balance 3 years period beyond the warranty period of the equipment per year per equipment wise (CLAUSE No. B.6.2.1.a (ii) of TPS).
9	Schedule of use of all necessary lubricants, coolant greases etc. for the operation and maintenance of the equipment, estimated annual consumption and appropriate international standard / brand name or the brand name and reference number of equivalents available in India as per CLAUSE No. B.6.5 of TPS.
10	Details of Schedule of Maintenance indicating time required for accomplishing each of the maintenance task as per CLAUSE No. B.7.2.2 of TPS.
11	Quality Assurance Plan for various stages of manufacture as per CLAUSE No. B.10.1 of TPS
12	Copy of valid certificate, valid as on date of opening of tender substantiating compliance with an internationally recognized Quality Assurance Standard as per CLAUSE No. B.10.1 of TPS.
13	To upload an undertaking to maintain after sales service throughout the life of equipment as mentioned in clause no. B.11 of TPS as per given format in Technical Document “AFTER SALES & SERVICE SUPPORT UNDERTAKING”.
14	Detailed Scope of Specification for Front End Wheel Loader having bucket capacity in the range of 10 to 12 Cum as per CLAUSE No. C.1. of TPS.
15	Detailed description of Engine provided with offered F E Wheeled Loader as per CLAUSE No.C.4.1. of TPS.
16	Self- Certificate w.r.t environmental/emission norms of Tire II or equivalent or higher (CLAUSE No. C.4.1 of TPS.).
17	Calculation showing Sufficiency of capacity of Fuel Tank in respect of fuel consumption as per CLAUSE No. C.4.12 of TPS.
18	Details with location of Gauges & Indicators as per CLAUSE No. C.4.14 of TPS.



19	Details with location of Warning Alarms/Lights as per CLAUSE No. C.4.15 of TPS.
20	Lighting details showing quantity, wattage and other details of lights provided in offered model of equipment. (CLAUSE No. C.4.17 of TPS)
21	<b>Fire Extinguisher:</b> Undertaking to the effect that a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of equipment along with other documents, for Material and Chemical used in fire extinguisher duly tested from any government or government approved laboratory in compliance with relevant Indian Standards as per DGMS circular no.2 dated: 08th July 2013 (DGMS Approval) as per CLAUSE NO C.4.19 of TPS.
22	<b>AUTO FIRE DETECTION AND SUPPRESSION SYSTEM:</b> Undertaking to the effect that a valid Test Certificate (valid as on the date of commissioning of the equipment at site) shall be submitted at the time of supply of equipment along-with other documents, for Material and Chemical used in fire suppression system duly tested from any government or government approved laboratory in compliance with relevant Indian Standards as per DGMS circular no.2 dated: 08th July 2013 (DGMS Approval) as per CLAUSE NO C.4.21of TPS.
23	<b>In respect of Audio Visual Reversing Alarm</b> -The bidder will submit an undertaking for Compliance of Design, Specification, marking and conformity to the prescribed standards indicated in the letter no. DGMS (Approval)/AVA/01 Dt.25.05.2010 of DGMS, Dhanbad. And also confirm acceptance of stipulations in respect of inspection and maintenance of this letter. CLAUSE NO C.4.15.g of TPS.
24	Detailed description of Equipment Health Monitoring System with Data Logging Units provided with offered Loader as per CLAUSE No.C.6.g of TPS.
25	Details of device fitted to reduce wheel spin and traction in poor ground condition as per CLAUSE No. C.6.h of TPS
26	Bidder is to upload authenticated scanned document of expected life in terms of working hours of the major assemblies as detailed in CLAUSE No.C.9 of TPS.
27	List of number of offered model of equipment / similar equipment supplied during last 05 years as per provenness criteria in the format given in TECH CLAUSE No. C.11.1.a of Technical specification i.e. "Annexure B"
28	Details of nearest Depot / warehouse and service facilities given in the format given in technical specification (Annexure B) under heading TECH CLAUSE C.11.1.b (As per clause C.11.1.b. of TPS).
29	Details of erection program for the bid as per CLAUSE No. C.11.1.d of TPS.
30	Struck and Heaped Volumetric rating of the bucket according to ISO 7546 together with verification calculations and drawings as per CLAUSE NO.C.11.2.a of TPS.
31	Rated operating load according to ISO 5998 as per CLAUSE No. C.11.2.b of TPS.
32	Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to ISO: 9249. Engine Performance curve must indicate model of the offered Loader & engine as per CLAUSE No.C.11.2.c of TPS.
33	Maximum travel speed determined according to ISO 6014 as per Clause No.C.11.2.d of TPS.
34	Result of service and secondary brake stopping tests carried out according to ISO 3450 in the format mentioned above as per CLAUSE No. C.11.2.e of TPS.
35	Turning diameter as defined in ISO 7457 as per CLAUSE No.C.11.2.f of TPS.
36	Detailed technical descriptions and specifications of each system of the offered FE Wheel Loader covering all the individual clauses in C.4 to C.6 and its sub clauses as per CLAUSE No. C.11.2.g of TPS.
37	Layout drawings and detailed technical descriptions of all hydraulic systems and components as per CLAUSE No.C.11.2.h of TPS.
38	Comprehensive commercial literature indicating therein complete technical specifications of the offered model of equipment, the content of which must comply with ISO 7131 as per CLAUSE No.C.11.2.j of TPS.

39	Detailed list of instrumentation, monitoring and alarm systems as per CLAUSE No. C.11.2.k of TPS.
40	Detailed technical description of Electronic Control Module used, Diagnostic Tools features, and Equipment Health Monitoring System as per CLAUSE C.11.2.l of TPS.
41	Bidder is to upload authenticated scanned documents of Schematic and layout drawings with details of the Supplier, number, function and type of Automatic fire detection and suppression System as per CLAUSE No.C.11.2.m of TPS.
42	Detailed description with Schematic drawings of Automatic Lubrication System indicating the details of the supplier, number, type and its function as per CLAUSE No.C.4.20 & CLAUSE No. C.11.2.n of TPS.
43	Scanned documents showing Maximum breakout force, lifting capacity and static tipping load in full turn position measured according to ISO 8313 CLAUSE No. C.11.2.o of TPS
44	To upload authenticated scanned documents chronologically and in tabular form of " General Information, Dimension, Weight and Performance Details" as mentioned in TECH CLAUSE C.11.3 and all its sub-clauses (C.11.3.1 to C.11.3.12)
45	Lighting details showing quantity, wattage and other details of lights provided in offered model of equipment. (CLAUSE No. C.4.17 of TPS)
46	To upload an undertaking that the offered equipment shall complies all the safety provision and devices as per the Gazette Notification 2018 as well as DGMS Circular 2020 as mentioned in TPS clause no. C.5.j of TPS.

**PROVEN NESS DOCUMENT - 10 to 12 Cum FE Loader**

**List of Documents**

**Following documents (authenticated & scanned) are to be uploaded in one folder named as in “PROVE DOCUMENT” folder.**

01	Scanned authenticated copies (ink signed and stamped by the Original Equipment Manufacturer) of supply orders received by them for establishing proven status – As per proven-ness criteria.  Bidder shall upload Scanned authenticated copies (ink signed and stamped by the Original Equipment Manufacturer) of all documents, claiming provenness under the relevant clause.
02	Bidders shall furnish the performance report of the end users for the equipment against which documents have been uploaded for establishing as proven equipment.
03	Bidder shall also give a self-certification (duly Ink signed and stamped by the Original Equipment Manufacturer), along with the offer confirming that “The equipment covered in the Purchase Order(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a minimum period of one year from the date of commissioning as per the provisions of respective Purchase Order(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending”.

# **SECTION VII**

## **SAMPLE FORMS**

## SECTION VII - SAMPLE FORMS

ANNEXURE-I

### Letter of Bid (LOB)

<b>LETTER HEAD OF BIDDER</b>
------------------------------

To,  
Northern Coalfields Limited,  
PO Singrauli Colliery,  
Dist. Singrauli, MP -486889

**Sub: Tender No.** NCL/SGR/MMD/Sec I/xxxxxxx/ xx  
**Tender ID:**

**Date:**

Dear Sirs,

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

Dated this      day of      2023

Signature-----

Name -----

Designation-----

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

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

**Format for Authorisation to DSC holder bidding online on behalf of bidder.**

NON JUDICIAL STAMP PAPER OF Rs 100/-

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

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

Signature & Seal of the NOTARY

**Manufacturer's Authorization Form**

FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS/ INDIAN OFFICE/ INDIAN SUBSIDIARY OF INDIGENOUS/FOREIGN MANUFACTURE:

**(To be typed on the Principals letter head and should be pre dated (prior to tender opening date and properly signed )**

To  
General Manager (MM),  
Northern Coalfields Ltd

Dear Sir.

Against the Tender no: \_\_\_\_\_ we hereby authorize M/s. \_\_\_\_\_ [Name & Address of Indian Agent/ Indian Office/ Indian Subsidiary] to participate in the tender and submit the offer and enter into contract / Supply order, on our behalf. This authorization is valid till the successful completion of supplies against this tender.

We confirm / undertake that:

1. As a matter of our corporate policy, we do not quote directly / market our products to any organization in India (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints). If, subsequently, at any stage, it is found that we have quoted directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM/OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/logistics constraints), we shall be liable for penal action as per provisions of the NIT and the Purchase Manual. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest.

2. We will accept the responsibility for the satisfactory execution of orders placed on the authorized agent including warranty/ guarantee obligations.

3. Wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on authorized agent.

4. The price quoted by our authorized agent will not exceed the price which we would have quoted.

5. In the event of placement of order on our authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by us.

6. We further confirm that no agent / Middleman / Liaisoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action.

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

OR

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

**Validity** of authorization: \_\_\_\_\_

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

Signature of Authorized signatory of Principal Manufacturer

(Name)

(Designation)

Email id:

Date:

Seal of the firm

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the Power of Attorney to bind the Manufacturer. **It should be sufficiently stamped as per the laws of India, if executed in India or if the authorization is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata and the power to get it adjudicated should be mentioned in/ conferred by the Manufacturer's Authorization Form and should be submitted by the Bidder along with its bid.**

**Declaration by the Principal Manufacturer Form**

To  
General Manager (MM),  
Northern Coalfields Ltd

**Sub: Supply of (Name Make and Model of Machine) manufactured in India.**

**Ref: Tender No. \_\_\_\_\_ for supply of \_\_\_\_\_ machine.**

Dear Sir,

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

In this regard we certify the following:

1. That M/s-----(Name of Bidder)-----is having sufficient infrastructure and vendor base in India in addition to direct support from us to undertake the manufacturing as per our design and specification, quality assurance and testing of the machine in their works in India.
2. That the equipment being quoted by M/s..... in this tender No. ....shall be manufactured in India.
3. That the equipment along with spares and consumables to be supplied against this tender will have indigenous content of not less than 50%.

3. We have entered into a technical collaboration agreement/ license agreement with M/s (Name of bidder) for manufacturing of the above equipment (Collaboration Agreement/ license Agreement enclosed).

**OR (Strike of whichever not applicable)**

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

4.In the event of failure on the part of Indian Collaborator/Licensee/ Indian Subsidiary/ Indian Manufacturing Entity in fulfilment of contractual obligations or closure of Indian Collaborator/ Licensee/ Indian Subsidiary/ Indian Manufacturing Entity for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support NCL as well as execute the remaining period of the contract our selves or through another competent Indian entity fulfilling the eligibility criteria stipulated in the tender document, as applicable.

5.We undertake for the successful performance of the equipment with the indigenisation carried out by the indigenous manufacturer during lifetime of the equipment.

6.We confirm to ensure the supply of spares & consumables and service support for smooth running of the equipment throughout its life for the equipment throughout its life for the equipment being offered.

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

(Signature)  
(Name)  
(Designation)  
(Seal)

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

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

To  
General Manager (MM),  
Northern Coalfields Ltd

Dear Sir,  
Sub: Tender Ref. No. \_\_\_\_\_

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

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

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

4. We also confirm that we have never been banned or delisted or Put on Holiday by any Government or Quasi-Government Agency or any Public Sector Undertaking in India OR We were banned or delisted or Put on Holiday by the organization named "-----" for a period of ----- year(s) effective from ----- to -----for ----- (the reasons to be mentioned).

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

OR

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20—

(Signature)

(Name)

(Designation)

(Seal) Signed for and on behalf of [Name of manufacturers].



**Self-Certificate for Proven-ness**

The Equipment covered in the Purchase Order(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a minimum period of one year from the date of commissioning as per the provisions of respective Purchase Order(s) and all the complaints/claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claim(s) are *pending*

Date

Signature of Tenderer

Seal of the Firm

(For procurement Value below Rs. 10.00 Crores)

**Self-certificate for Local Content as per Make in India Policy**

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 ..... %.

**And**

Item offered meets the Local content requirement for Class-I Local Supplier'/ Class-II Local Supplier  
*(strike out which is not applicable)*

Details of location(s)[Factory] at which local value addition is made is as under:

.....

**Date**

**Signature of Tenderer**

**Seal of the Firm**

**Note: .**

1. For procurement Value in excess of **Rs. 10.00 Crores**, the Class I & Class II local supplier shall be required to provide certificate of statutory Auditor, cost Auditor of the company (in case of company) or practicing cost Accountant or practicing Chartered Account (in case other than companies) (Under Unique document Identification Number-UDIN)

giving the percentage of local content.

2. In case of authorised dealer distributor/Agent, certificate for Local Content in respect of Principal Manufacturer is required to be uploaded.

**Quality Certificate**

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

Date:

Signature of the Tenderer

Seal of the Firm

**No Deviation Certificate**

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

Date

Signature of the Tenderer

Seal of the Firm

**Proforma for Equipment and Quality Control**

**Reference:** Northern Coalfields Limited **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
1. Location of manufacturing works/factories owned by the firm (documentary evidence of ownership must be produced).
2. Brief description of the factory (i.e. area covered accommodation, Department into which it is divided, laboratory etc.)
3. Details of plant and machinery erected and functioning in each department (monographs and description pamphlets) be supplied if available.
4. Whether the process of manufacture in the factory is carried out with the aid of power or without it.
5. Process Flow Chart for the whole manufacturing process of the tendered item.
6. Details and stocks of raw materials held.
7. Production capacity of items quoted for with the existing plants and machinery  
(a) Normal  
(b) Maximum
8. Details of Quality Assurance Plan and Quality Control Infrastructures such as laboratories etc.
9. (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.
10. Whether stores were tested to any standard specification, if so, copies of original test certificate should be submitted in duplicate.

.....  
(Signature of Tenderer)

NB: Details against Sl. nos. 5 to 12 inclusive need be restricted to the extent they pertain to the items under reference.

**Declaration Regarding Banning**

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

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

Date

Signature of Tenderer

Seal of the Firm

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

**Bidder to mandatorily Quote HSN (Harmonized System Nomenclature) code of all items quoted by them**

<b>S. No.</b>	<b>Part No.</b>	<b>Description of Item</b>	<b>HSN Code</b>

Date

Signature of Tenderer

Seal of the Firm

Security Deposit Bank Guarantee Format

**Northern Coalfields Limited,  
Singrauli, Madhya Pradesh,  
India – 486 889**

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

Messer's ..... a Company / Firm having its office at No. .... hereinafter called the Contractor has entered into an agreement dated ..... (hereinafter called 'the said agreement') with Northern Coalfields Limited, Singrauli hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

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

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

We..... (Name of the Bank) (hereinafter called 'the Bank') do hereby Unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition 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 thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

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

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 repayment 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.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of the Bank: - ICICI Bank Ltd.  
Branch: -Singrauli  
IFSC: - ICIC0003529  
A/c No: -352905000016  
Customer ID:540172593

Dated this.....Day of.....20...

Place.....

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

**Performance Bank Guarantee Format**

**Northern Coalfields Limited,  
Singrauli, Madhya Pradesh,  
India – 486 889**

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

Messer's ..... a Company / Firm having its office at No. .... hereinafter called the Contractor has entered into an agreement dated ..... (hereinafter called 'the said agreement') with Northern Coalfields Limited, Singrauli hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

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

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

We..... (Name of the Bank) (hereinafter called 'the Bank') do hereby Unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition 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 thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

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

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 repayment 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.

The details of beneficiary bank for sending details of BG under SFMS Platform is furnished below

Name of the Bank: - ICICI Bank Ltd.  
Branch: -Singrauli  
IFSC: - ICIC0003529  
A/c No: -352905000016  
Customer ID: 540172593

Dated this.....Day of.....20...

Place.....

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

**PRE CONTRACT INTEGRITY PACT**

**General**

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

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

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

NOW, THEREFORE,

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

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

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

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

**Section I -Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption- The Bidder(s)/ contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of foreign supplier shall be as per the provisions at **Annexure- 1** of this document.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (1) If the Bidder/ Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage, the exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. " Commitments of Bidder(s) / Contractor(s).

- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

#### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by central Vigilance commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/contractors as confidential. He/ she reports to the CMD, Northern Coalfields Limited.
- (3) The Bidder(s) / contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the contractor. The contractor will also grant the

Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, Northern Coalfields Limited and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the CMD, Northern Coalfields Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the CMD, Northern Coalfields Limited, a substantiated suspicion of an offence under relevant IPC/ PC Act- and the CMD, Northern Coalfields Limited has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### **Section 9 – Pact Duration**

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

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

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER

and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

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

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

**Section 13 - Other Legal Actions**

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

(For & On behalf of Bidder/ Contractor)

This document is digitally signed



## **Annexure-1(As per Terms of Pre Contract Integrity Pact)**

### **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 exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

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

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

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

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

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

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

**Annexure – XIV**

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

**Now therefore the following Order is issued:**

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

'*Local content*' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

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

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

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

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

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

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

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

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

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

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

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### 3A. Purchase Preference

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

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

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

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

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

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

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

**4. Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**5. Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' / 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content**
  - a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier/' 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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**13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

**15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

**18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)  
Director

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**Certificate regarding Procurement from a Bidder of a country which shares a land border with India**

*“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Office Memorandum and Office Orders issued by Department of Expenditure, PPD, Ministry of Finance, under F.No.6/18/2019-PPD and we hereby certify that our firm is not from such a country and is eligible to be considered”*

OR

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

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

Date:

Signature of the Bidder

Seal of the firm

- N.B.: 1. To choose any one of the above mentioned conditions, whichever is applicable.  
2. In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should submit the above mentioned certificates.

**Self-Certificate (In case bidder is a Startup Entity)**

We hereby certify that our entity:

- 1) has not been incorporated for more than 10 years,
- 2) is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation,
- 3) has not formed the entity by splitting up or reconstruction of a business already in existence and
- 4) Our annual turnover has not exceeding INR 100 Crore in any preceding financial year.

Date: Signature of the Bidder

Seal of the firm





भारत सरकार / Government of India

श्रम एवं रोजगार मंत्रालय / Ministry of Labour & Employment  
खान सुरक्षा महानिदेशालय / Directorate General of Mines Safety



No. DGMS (Tech) Circular No. 06 of 2020 Dhanbad dated 27 .02.2020

To

**The Owner/Agent/Manager of Coal and Metalliferous Mines & OEM**

**Subject: Minimum Design requirements for various Safety Features to be incorporated for use in Heavy Earth Moving Machinery (HEMM) & Heavy/Light vehicles in Open Cast Mines.**

1. With increasing dependence on opencast mines for all the production demands in the Coal and Metalliferous sector, there has been a steep rise in the population of HEMMs and heavy/light vehicles in mines, distributed between both departmental and contractual components. The recent statistics on alarming rise in cases of incidences/accidents in opencast mines singularly point to the basic cause as intricately connected to such deployment in mines. Though, several statutory provisions have already been made under the Coal Mines Regulations, 2017 and the Metalliferous Mines Regulations, 1961, and various statutory permissions issued thereunder apart from DGMS Circulars having been issued from time to time, the issue of their safe operations with particular reference to provisioning and satisfactory operation of various safety features, continues to be a major cause of concern to all.

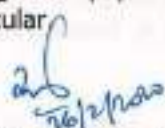
2. Inspections by officers of this Directorate in the recent past have revealed highly unacceptable levels of compliance in mines, with mere provisioning of such safety features gaining the upper hand rather than effective and sustained functionality. Even on provisioning, it has been observed that there are wide variations on design aspects, with availability of multiple but unverified types/models, mostly without adherence to any acceptable Indian/International standards wherever are available already. In nut shell, the very purpose of provisioning and effective functioning of such safety features with HEMMs deployed in opencast mines, appears to be largely defeated as could be appreciated by the alarming rising trends of connected incidences/accidents.

3. Therefore, with a view to harmonizing the entire gamut of safety features to be provided with any HEMM and heavy/light vehicles for deployment in an opencast mine, in respect of the minimum required design/functionality, a one day technical workshop was organized at DGMS(HQ) on the occasion of the 119<sup>th</sup> Foundation Day Celebrations on the 7<sup>th</sup> of January, 2020 in which, a total of 260 senior level representatives from coal mines,

metalliferous mines, manufacturers and educational/other institutions respectively, participated, including officers from this Directorate.

**4. Arising out of wide, extensive and successful deliberations, a broad consensus was arrived at amongst all stake holders into maintaining the minimum design requirements of such safety features as per the Guidelines enclosed with this Circular. It may please be borne in mind that the enclosed guidelines are only the minimum recommended levels and may be altered from time to time as per evolving needs and that there is no bar on adherence to any higher/superior levels of design and functionality in the interest of safety. It also further be appreciated that adherence to this circular will go a long way in drastically minimizing hazards due to operation of both HEMM and light/heavy vehicles in opencast mines, thus commensurately enhancing safety in mines.**

5. Accordingly, the owner/agent/manager of every opencast mine in operation and the Original Equipment Manufacturers (OEM) are requested to ensure compliance with this circular

  
(R. Subramanian)  
Director General of Mines Safety (Off.)

End: As above.



**GUIDELINES IN RESPECT OF PROVISIONING OF SAFETY FEATURES OF HEMMs & HEAVY/LIGHT VEHICLES FOR SAFE DEPLOYMENT IN OPENCAST MINES.**

\*\*\*\*\*

**1.0. Rear Vision Camera:**

A system that consists of a Monitor (component that provides visual image of Blind Area), Camera (component that transmits the images detected by it to the monitor) and other components capable of detecting objects including people within the Blind area unambiguously with an uninterrupted sequence of signal or information appropriate to detection Zone / Field of View (Blind Area).

Applicability: All Heavy Earth Moving Machinery

**1.1. The Rear vision camera shall meet the following minimum requirements and standards:**

1.1.1. The system shall boot automatically along with starting of Engine / Power source of Machine, shall perform an initial system check and shall give readiness indication. The system shall shutdown along with shutting down of Engine / Power source. The system shall have system readiness, standby and system malfunction indication to indicate its status.

1.1.2. The system shall remain in stand-by mode (operation mode whereby the system is active, but no information is transmitted by the camera or monitor) and shall wake up automatically upon selection/engagement of appropriate control(s) (such as reverse gear, etc) by Machine Operator for negotiating Blind Area (Killing Zone) to provide uninterrupted vision of Blind Area(s) to the operator. The system shall return to Stand-by mode upon release the appropriate controls by the operator.

1.1.2. The monitor shall be so positioned that it can easily be seen by the Operator sitting in his/her seat in either Day light or Darkness without strain. Appropriate shielding shall be used to reduce the effect of direct sunlight onto the Monitor.

1.1.3. The system shall be provided with auto mode tail light with adequate illumination for better visibility during darkness. The system shall be capable of operating in dark and shall automatically switch to infrared / any other suitable technique /mode when the brightness of field of view is too low or in case of failure of the tail light.

1.1.4. Components of the system shall in no way restrict any function or operation of the machine. The components shall be so designed and mounted to the machine in such a way to limit exposure to, or amplification of, dynamic loads, temperature, shock or vibration and dust that could prematurely damage the device and to deter unauthorized disablement or their removal. Components of system shall be adequately protected from external damage.

1.1.5. The system shall have field of vision in accordance with ISO 16001 (Earth-moving machinery-Object detection systems and visibility aids-Performance requirements and tests) (or equivalent Indian standard when formed), shall satisfy test requirements of ISO 16001 and shall have Ingress Protection of IP 69K in accordance with IEC 60529 (Degrees of Protection Provided by Enclosures (IP Code)) and test Certificates to these effects shall be obtained from any Government / NABL Accredited institutions/Test Houses having adequate test facilities.

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1.1.6. The System may be provided with provisions for recording the images captured with time stamp to enable easy retrieval and analysis of the immediate past 24 deployment operating hours.

## **2.0. Warning System for Operator Fatigue:**

A system capable of analyzing various symptoms associated with Operator fatigue to detect drowsiness of Operator from regular driving / operating behaviour and sound loud audio and visual warnings immediately upon detection of drowsiness to alert the Operator and others in the vicinity by incorporating one or more technique(s).

Applicability: All Heavy Earth Moving Machinery

### **2.1. The Warning System for Operator Fatigue shall meet the following minimum requirements and standards:**

2.2.1. The system shall boot automatically along with starting of Engine / Power source of Machine, shall perform an initial system check and shall give readiness indication. The system shall shutdown along with shutting down of Engine / Power source. The system shall be provided with system "ON", initialization, tracking and system malfunction indication to indicate its status.

2.2.2. The system shall detect state of drowsiness of Operator from regular driving behavior and shall provide loud verbal warnings to him / her and simultaneously flash externally mounted warning light easily visible to others for alerting the Operator and others in the vicinity to pay attention. It shall also be capable of detecting the drowsiness even when spectacle is worn by the Operator.

2.2.3. The system shall have following four stages:

- (a) **Initialization** - Every time the system is started, it needs to be set up and optimized for current user (Operator) and conditions. The initialization process shall be a quick one,
- (b) **Tracking** - continuous monitoring of the Operator within a dynamically specified tracking area in real-time,
- (c) **Drowsiness Detection** and
- (d) **Warning** - Once it has been determined that the driver/operator appears to be in an abnormal driving state, the system shall alert the driver of potential dangers that can arise. Combination of audio and visual alerts is used to attract the Operator's attention and raise their alertness level. Alerting has to be implemented in such a way as not to cause the opposite effect of intended and startle the driver / operator into causing an accident.

2.2.4. Components of the system shall in no way obstruct Operator's line of sight hindering his / her visibility and restrict any function or operation of the machine. The components shall be so designed and mounted to the machine in such a way to limit exposure to, or amplification of, dynamic loads, temperature, shock or vibration and dust that could prematurely damage the device and to deter unauthorized disablement or their removal.

2.2.5. The System may be provided with provisions for recording the warning generated with time stamp to enable easy retrieval and analysis of the immediate past 96 deployment operating hours.

2.2.6. For determining type, duration and sound level of audio warning and intensity of external Visual warning, DGMS Circulars, Indian and International standards issued in this regard may be referred to.



### **3.0. Auto Dipping System:**

Applicability: Dumpers /Tippers / Light and Heavy Vehicles plying in the Mine.

A System comprising sensor(s) and a Control Unit capable of automatically switching high beam lamp to low beam as soon as it senses a vehicle approaching from the opposite direction at a distance of about 150 meters and switches it back to high beam when the vehicles pass each other to avoid glare and blinding of Operator so as to relieve the operator from frequent switching between high and low beam of head light.

#### **3.1. The Auto Dipping System shall meet the following minimum requirements and standards:**

3.1.1. The system shall boot automatically along with switching "ON" of head light of the vehicle/machine, shall perform an initial system check and shall give readiness indication. The system shall shutdown along with switching "OFF" of the head light. The system shall be provided with system "ON" and system malfunction indication to indicate its status.

3.1.2. System sensor shall be capable of detecting high beam light of incoming vehicle approaching from opposite direction at a distance of about 150 meters or at much closer proximity in case of vehicles approaching from branch roads and send signal to Control unit. Suitable filters shall be incorporated in the system to avoid nuisance/false reaction to Pole lights, spot lights and haul road general lightings. The sensor shall send appropriate signal immediately to control unit upon cessation of high beam light falling on it.

3.1.3. System control unit shall automatically activate Low beam or high beam upon receipt of appropriate signal from the sensor without the intervention of the Operator.

3.1.4. Components of the system shall in no way obstruct Operator's line of sight hindering his / her visibility. The system shall be equipped with Operator Override to comply with authorized override to meet eventualities.

3.1.5. Test Certificates to these effects shall be obtained from any Government / NABL Accredited institutions/Test Houses having adequate test facilities.

#### **4.0. Mechanical Device to avoid Head to Tail Collision of Dumpers:**

A mechanical system / device(s) adequately designed to protect operator of Dumper in the event of Head to Tail collision even in mixed capacity dumpers operating environment. The device(s) / system shall be of standalone mechanical structure or combination of mechanical structures wherein maximum impact energy generated by collision is absorbed by the device / system or diverted away from the operator to protect the operator when the operator is adequately constrained in his / her seat by seat belt.

Applicability: Dumpers

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**4.1. The Mechanical Device to avoid Head to Tail Collision of Dumpers shall meet the following minimum requirements and standards:**

The system / device(s) shall be of standalone Mechanical structure or combination of Mechanical structures, viz, combination of Operator cabin protective structure and protection arrangement at Tail end of the Dumper or bumper extension or any other suitable arrangements. Hydraulic system or any other suitable system may be included as add-on. As far as possible, in new Dumpers, the Device(s) / System shall be part of original design of the Dumpers to avoid retro fitting difficulties.

4.1.1. The system / device(s) shall protect the Dumper Operator during head to tail collision when the operator is constrained by operator seat belt even in mixed capacity dumper operating environment.

4.1.2. Components of the system / device(s) shall not affect visibility of Operator, stability of the Dumper and intended use for which the Dumper is designed.

4.1.3. The system / device(s) shall absorb most of impact energy generated by collision or divert most of the impact energy away from the Operator so as to ensure protection from direct hit or crushing of Operator.

4.1.4. Components of the system / device(s) shall not hinder with loading operation or foul with components of Loader / Shovel / Excavators.

**5.0. Automatic Fire Detection and Suppression System (AFDSS) for HEMM:**

An automatic system to detect and suppress fire in hot zones of machine and is capable of sensing, activating and delivering the fire suppression agent(s) without human intervention in the event of fire with additional provision for manual actuation and appropriate indication and warning to Operator by incorporating one or more kinds of heat sensing system and suitable fire suppressant agents.

Applicability: All Heavy Earth Moving Machinery

**5.1. The Automatic Fire Detection and Suppression System (AFDSS) shall meet the following minimum requirements and standards:**

5.1.1 The system shall meet requirements of DGMS (Approval) Circular No. 2 dated 08.07.2013. In addition, it shall meet following additional requirements:

5.1.2. The system shall have system healthy and system malfunction indication to indicate its status. The system shall be provided with Manual actuation control(s) inside Operator cabin and t outside of operator cabin preferably away from hot zones. Components of the system shall in no way obstruct Operator's line of sight hindering his / her visibility.

5.1.3. The system shall cover all fire susceptible areas including engine, diesel tank, battery box, transmission, exhaust pipe and other hot zones having potential to cause fire.

5.1.4. The system shall be fully automatic, robust and shall not be damaged / made inoperative during routine maintenance activities. Components of system, in particular, sensing elements, shall be adequately protected from external damage. Nuisance heat sensing shall be avoided by the system.



5.1.5. The system, as far as practical, shall be designed in such a way to supply adequate quantity of fire suppressing agent to the zone where the fire is detected and to be suppressed on need basis for effective fire fighting and to avoid re-ignition of fire instead of blind discharge through all discharge nozzles.

**6. 0. Dump Body raised position indicator with warning:**

A system or a device capable of sensing non-return of dump body to completely retracted & transportation mode, restricting transmission of Dumpers / Tipper trucks, when engaged, up to first gear while the dump body is not completely lowered and simultaneously triggering an audible and/or visual warning till such time the dump body is completely lowered.

Applicability: Dumpers / Tipper trucks

**6.1. The Dump Body raised position indicator with warning shall meet the following minimum requirements and standards:**

6.1.1. The system shall trigger visual warning sooner Dump body is raised from its retracted cum transport mode. The warning shall remain "ON" till such the time the Dump body is not completely retracted/lowered. The system may have additional mechanical indicator to show that the dump body is not in fully retracted position. The visual warning shall be so located as to be readily visible and recognizable in the daylight and distinguishable from other alerts at night time by the Operator when seated in Operator Seat. As far as possible, the warning indicator shall be integral part of Operator console / Display Panel.

6.1.2. The system shall sound Audio warning in addition to Visual Warning when Dumper / Truck is attempted to move from its stationary position with dump body not in completely retracted position. The system shall not allow engagement of transmission system beyond first gear when the dump body is in raised position.

6.1.3. Sensors of the system shall have Ingress Protection of IP 68 in accordance with IEC 60529 and test Certificates to this effect shall be obtained from any Government / NABL Accredited institutions/Test Houses having adequate test facilities.

**7. 0. Exhaust Brake:**

Applicability: Dumpers / Tipper trucks / Heavy Vehicles.

**7.1. The Exhaust Brake shall meet the following minimum requirements and standards:**

7.1.2. The brake shall be an Auxiliary Braking System and shall be compliment but not a replacement to service Brake.

7.1.3. Control forces of the braking system controls and other brake testing requirement shall be in accordance with IS 16479 (*Performance requirements and test procedures of braking systems for wheeled high-speed rubber-tracked Earth Moving Machines and construction equipment vehicles*) stipulated for Retarder. For Heavy vehicles, it shall be in accordance with relevant Automotive Industry Standards (AIS).

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7.1.4. The Brake control shall be provided in the Operator's cabin within the Zone of Reach and distinctly marked.

#### **8.0. Load Indicators:**

An automatic Load sensing, measuring and data logging system to monitor load, to sound warning when loaded beyond its designed safe carrying load and to record the payload during machine operation. The system shall have signaling provision on both sides of the Dumpers / Tipper trucks to indicate the loading status along with indication to the Operator.

Applicability: Dumpers / Tipper trucks

#### **8.1. The Load Indicators for Dumpers and Tippers shall meet the following minimum requirements and standards:**

8.1.1. The system shall comprise of onboard automatically load sensing/measuring device, indicating arrangement and warning system.

8.1.2. The system shall have exterior load indicating device(s) (in the form of different light indicators) so that the loader Operator is aware of under load, safe load and Over Loading of the Dumpers / Tippers. The indication shall also be extended to Dumper / Tipper Operator and the indication shall be suitably placed in Operator cabin as easily seen by the Operator without strain and without affecting his outside visibility. The Exterior load indicator shall be provided on both sides of Dumper / Tipper.

8.1.3. The system shall sound Audio warning when safe carrying capacity of Dumper / Tipper is reached. The Warning shall be continuous when the Dumper/truck is overloaded. The system shall not have manual override.

8.1.4. The system shall have Ingress Protection of IP 68 in accordance with IEC 60529 and test Certificates to this effect shall be obtained any Government / NABL Accredited institutions/Test Houses having adequate test facilities.

8.1.5. Light intensity of the Indicator shall be as per the requirements of AVA stipulated by DGMS. Intensity of Audio Warning shall be as per the requirements of AVA stipulated by DGMS.

8.1.6. The System may be provided with provisions for recording the warning generated with time stamp to enable easy retrieval and analysis of the immediate past 96 deployment operating hours.

#### **9.0. Dump Body Stabilizers for Tippers:**

#### **The Dump Body Stabilizers for Tippers shall meet the following minimum requirements and standards:**

Adequate and suitable mechanical arrangement(s) in the form of stabiliser to prevent toppling of Tipper / separation of dump body of the Tipper from lift cylinder(s) during dumping operation of the Tipper shall be provided in all Tippers. As far as possible, the dump body shall be designed during design phase of Tippers.



## **10.0. Seat belt and Seat Belt Reminder:**

*Applicability:* Dumpers / Tipper trucks / Light and Heavy Vehicles.

### **10.1. The Seat belt and Seat Belt Reminder shall meet the following minimum requirements and standards:**

#### **10.1.1. Seat Belt**

(a) Seat Belt shall be an arrangement of strap(s), 3 point contact type with a securing buckle with quick release, adjusting devices and attachments which are capable of being anchored in Operator's cabin of HEMM.

(b) Seat Belt shall be designed to minimize the risk of injury to its wearer (Operator), in the event of collision or of abrupt deceleration of the vehicle, by limiting the mobility of the wearer's body. It shall be capable of returning to normal operating position sooner the condition(s) causing the risk is/are diminished and shall not hinder normal operations of the Operator.

(c) A cutting arrangement shall be provided in Operator cabin at a place which is easily approachable by the operator/person for cutting the strap in case of jamming of securing buckle during escape / rescue operations in case of any eventualities.

#### **10.1.2. Seat Belt Reminder system**

(a) The system shall detect an unfastened safety-belt and initiate two stages of both Visual and Audible alerts, namely, First Level Warning and Second Level Warning.

(b) The visual warning shall be so located as to be readily visible and recognizable in the daylight and distinguishable from other alerts at night time by the Operator when seated in Operator Seat. As far as possible, the warning indicator shall be integral part of Operator console / Display Panel. The Visual Warning shall be flashing tell-tale.

Note 1: "First Level Warning" means a visual warning activated when the ignition switch is engaged (engine running or not) and the Operator's safety-belt is not fastened. An audible warning can be added as an option.

Note 2: "Second Level Warning" means a visual and audible warning activated when a Operator operates a vehicle without fastening of Operator safety-belt.

Note 3: Reference for Test requirements: AIS 145 (for appropriate N type vehicle) or any other acceptable international automotive standards

## **11. 0. No Bump Circuit for Drills:**

### **The No Bump Circuit shall meet the following minimum requirements and standards:**

A system capable of automatically bringing down and maintaining speed of vertical travel and rotary motion of rotary mechanism automatically to predetermined safe level(s) during drill rod connection between rotary and drill rod and between drill rods irrespective of speed selection by Operator of Drill machine. The No Bump Circuit shall provide for such speed(s) during the above mentioned connections so as to avoid damage to threads of pipe(s) and rotary heads.

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## **12.0. Breakout Wrench for Drills:**

**The Breakout Wrench shall meet the following minimum requirements and standards:**

12.1. The wrench shall be of adequate design and construction and shall be capable of breaking out tightly threaded Drill Rod Connections safely and operated from Operator cabin of the Drill. Break out wrench shall be mounted in the machine and is in addition to normal arrangement provided to break out threaded drill rod connections. For smaller diameter Drill pipes and machines intended for drilling holes for secondary blasting, a portable Break out wrench arrangement may be used.

12.2. The wrench shall have provision to automatically adjust its jaws to diameter of Drill rod to compensate for any drill pipe wear and shall be provided with mechanical locking arrangement to secure the wrench at its resting position. The wrench shall be so installed as not to affect Operator's visibility to Drill Rods / Drill Platform.

12.3. Adequate safeguard shall be provided to prevent accidental / inadvertent actuation of controls in Operator's Cabin.

## **13. Propel joystick-spring loaded type to return to neutral (Dead-man safety) for Drills:**

**The Propel joystick-spring loaded type to return to neutral (Dead man safety) shall meet the following minimum requirements and standards:**

It shall be capable of returning to deactivated (Neutral) position automatically upon release of lever by Operator and shall immediately bring propel / tramping operation of the Machine to Halt and safe state.

## **14.0. Proximity Warning Device:**

A system designed for early detection of static and moving objects, vehicles, human beings encountered within virtual target area during movement of Dumper / Tipper and for triggering warning the operator to prevent collision or run over. The system shall comprise sensors which may employ one or more or combination of technology / methodology (for detection of objects, vehicles, and human beings), control unit(s) (for receiving input from sensor(s), processing it and forwarding necessary input to Warning Unit) and warning unit to trigger Audio visual warning to the operator. The system shall have variable target area during forward movement depending upon speed of the Dumper / Tipper and predetermined target area during rearward movement.

Applicability: Dumpers / Tipper trucks

**14.1. The Proximity Warning Device shall meet the following minimum requirements and standards:**

14.1.1. Proximity warning device / system shall be provided for detecting static and moving objects including human beings on its own during the vehicle movement for a specified range, and warn the operator in the operator's station.

14.1.2. At least one object detection sensor, accessible and not interfering with the Dumper's / Truck's operation shall be provided both in the front and at rear of the Dumper / Truck at suitable



locations. The system shall be ergonomically designed and mounted for operator and maintenance personnel.

14.1.3. The system shall be reliable and be able to provide an adjustable audio visual warning when it detects static and moving objects including human beings, least height light motor vehicle used in the mine, etc., within the virtual target area of respective Dumper/Truck.

14.1.4. The sensor shall detect static and moving objects in a virtual target area as defined below. The manufacturer shall ensure maximum possible detection coverage in the virtual target area depending on the available fitment area and proximity detection technology defined as below:

**14.1.5. Virtual Target Area in Front of Dumper/Truck:**

(a) Width of the virtual target area shall be equal to the width of the Dumper/Truck plus 0.5m on both sides.

(b) The inner edges (base line) that represent the width of the virtual target area shall pass through the inner edge of bumper of Dumper/Truck. The centerline of the virtual target area and the Dumper/Truck centerline shall coincide.

(c) Length of the virtual target area shall conform to maximum stopping distance as mentioned in the IS: 16479 (*Performance requirements and test procedures of braking systems for wheeled high-speed rubber-tracked Earth Moving Machines and construction equipment vehicles*) and the length of virtual target area shall be calculated by the Control Unit of the system dynamically and automatically with relation to vehicle's speed at any given point of time while covering the blind spot distance observed within the width of virtual target area when the Dumper / Tipper was in static pre-start (ignition – on) condition. While calculating stopping distance in accordance with IS 16479, the test slope percentage may be taken as 6.25 % (i.e. 1 in 16, which is maximum permissible slope of haul road under normal operating conditions). Further, Brake response time and operator response time shall also be considered while calculating the stopping distance.

**14.1.5. Virtual Target Area in Rear of Dumper/Truck:**

(a) Width of the virtual target area shall be equal to the width of the Dumper/Truck plus 0.5 m on both sides.

(b) Length of the virtual target area shall be more than or equal to the length of the Dumper/Truck.

(c) The inner edges (base line) that represent the width of the virtual target area shall pass through the centerline of the rear axle of the Dumper/Truck.

(d) The centerline of the virtual target area and the Dumper's/Truck's centerline shall coincide.

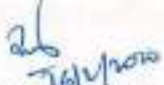
14.1.7. The system shall not detect any obstacles beyond the width of the virtual target area and its detection area shall be restricted along the vehicle's pathway for minimizing false alarm. The system shall have intelligent alert generating mechanisms like indication of obstacle in the vehicle's pathway, whether left, right or center and triggering audio alerts after detection of obstacles of auto-cut off type, to avoid operator inconvenience/distraction. The System shall be provided with provisions for recording of details of warning generated with time stamp with

location details (if feasible) to enable easy retrieval and analysis of the immediate past 96 deployment operating hours.

14.1.8. The system shall be tested at any Government approved laboratories or Test houses accredited by NABL subject to confirmation of its ability to conduct such tests conforming to following Standards (or its revised versions) and the test house shall not be part of Manufacturer's testing facility.

- (a) IEC 61000-4-5:2014 - Electromagnetic compatibility (EMC): Testing and measurement techniques - Surge immunity test.
- (b) IEC 61000-4-6: 2013 - Electromagnetic compatibility (EMC): Testing and measurement techniques - Immunity to conducted disturbances, induced by radio frequency fields.
- (c) JSS 5555:2000(Rev-2) - Sinusoidal Vibration Test, Frequency: 8 to 500 Hz, Acceleration:  $40\text{m/s}^2$ , Duration 2 hrs in each axis.
- (d) IS-9000: Part-V/Sec 1 - 1981 Reaffirmed 2007 - Damp Heat Test (at  $40^\circ\text{C}$  & 95% RH for 16 Hrs).
- (e) IS-9000: Part-II/Sec 3 - 1977 reaffirmed 2004 - Cold Test ( $-10^\circ\text{C}$ ).
- (f) IS-9000: Part-III/Sec 3 - 1977 reaffirmed 2004 - Dry Heat Test ( $+70^\circ\text{C}$ ).
- (g) IS-9000: Part-XIV/Sec 2 - 1998- Rapid Temperature Cycle Test.
- (h) Ingress Protection Test, IP-65 required;

14.1.9. Rules/guide lines framed by Ministry of Communications and Information Technology (Wireless Planning and Co-ordination Wing), wherever applicable, shall be complied. The technology / technologies of the system shall also comply with other applicable statutory guidelines framed under various Rules /Regulations / Acts by Government of India.

  
(R. Subramanian)  
Director General of Mines Safety (Off.)



(के) न्यूटल पर वापस जाने वाला स्प्रिंग लोडेड टाइप जॉयस्टिक (डेड मैन सिफ्ट)

(एल) ट्रिल में रेंगने से रोकने के लिए लॉक चेक वाल्व

(एम) अनलोडर वाल्व

(एन) स्टेबिलाइजर्स

(ओ) ब्रेकजाउट रिच

**3.0 डंपर्स और ट्रकों समेत सभी एचईएमएम को खान में संचालन में लगाने से पहले ऊपर वर्णित सुरक्षा विशेषताएँ और उपकरणों के साथ लगाया जाएगा।**

[संचिका सं. जेड-20045/01/2018/वि.एवं त.(मु.)]

प्रशांत कुमार सरकार, मुख्य खान निरीक्षक

#### 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. 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 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.

#### **I. 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.
- (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 (AVA) 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.
- (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).
- (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 confirm to DGMS circular no. DGMS(S&T)/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) Unloader 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.**

[F. No. Z-20045/01/2018/S&T(HQ)]

PRASANTA KUMAR SARKAR, Chief Inspector of Mines

**अधिसूचना**

धनबाद, 1 अक्टूबर, 2018

**सा.का.नि. 968(अ).**—कोयला खान विनियम 2017 के विनियम 218 के उप-विनियम (1) और विनियम 220 के उप-विनियम (1) के तहत प्रदान की गई शक्तियों का प्रयोग करते हुए, मैं, प्रशांत कुमार सरकार, मुख्य खान निरीक्षक, खान सुरक्षा महानिदेशक के रूप में भी नामित, एतद्वारा विनिर्दिष्ट करता हूँ कि कोयले की खान या सीम में मीथेन के गणवेषण या मीथेन का निष्कर्षण की शुरुआत करने के लिए वी जाने वाली सूचना (नोटिस) के लिए फॉर्म निम्न प्रकार की होगी :

**कोयला खान विनियम, 2017**

अनुसूची

प्रपत्र

**(विनियमन 218 (1) / 220 (1) देखें)**

मीथेन के गणवेषण / मीथेन के निष्कर्षण शुरू करने के इरादे की सूचना या प्रस्ताव की सूचना:-

प्रेषक :

खान का नाम