

Central Coalfields Limited

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

(Tender ID: 2020_CCL_160943_1)

ADVT. NO: CCLHQ/MM/19-20/032

Tender Sl.No. 096 dt.28.01.2020

Notice Inviting Tender cum e-Reverse Auction

Global Tender

Tender Document

For the supply, installation and Commissioning of

07 Nos. of Diesel Driven RBH Drill 160 mm on replacement /NCD basis

Along with

**Supplementary Items for 12 months of warranty period from the date
of commissioning of the equipment and thereafter Supplementary
Items for a period of 24 months**



**Central Coalfields Limited
Darbhanga House, Ranchi,
Jharkhand – 834001
INDIA**

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Section I - Invitation For Bids

Invitation for Bids

1. **Central Coalfields Limited**, (A Subsidiary of Coal India Limited), , a Government of India Undertaking, with its registered office at Darbhanga House, Ranchi-834 001, Jharkhand, India invites enilno bids through its e-Procurement Portal www.coalindiatenders.nic.in from the eligible bidders for **supply, installation and commissioning of 07 Nos. of Diesel Driven RBH Drill 160mm on replacement /NCD basis** along with Supplementary Items for 12 months of warranty period from the date of commissioning of the equipment and thereafter Supplementary Items for a period of 24 months for its mining projects as described in Section V “Schedule of Requirements”.
2. There will be no physical/manual sale of tender document. No hard copy of tender document will be issued from the tender issuing office.
3. The tender document shall be available on the website of Central Coalfields Limited (www.centralcoalfields.in), Central Public Procurement Portal (www.eprocure.gov.in) and CIL’s e-Procurement Portal (www.coalindiatenders.nic.in). The offer made on the basis of such a tender document shall be considered valid for participating in the online tender on CIL’s e-Procurement Portal (www.coalindiatenders.nic.in).
4. There is no Tender Fee and the bidders can download tender document free of cost.
5. **Details of tender**

1	Tender No.	CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20, Advt.No: CCLHQ/MM/19-20/032; Tender ID: 2020_CCL_160943_1 Tender Sl.No. 096 dt.28.01.2020
2	Type of Tender	Two Bid System with Reverse Auction
3	Estimated value of equipment only	Rs. 7.91 Crores
4	Earnest Money Deposit	Rs.10.00 lakhs
5	Cost of Tender/ Tender Fee	NIL
6	Subject of Tender	Supply, Installation and Commissioning of 07 Nos. of Diesel Driven RBH Drill 160mm on replacement /NCD basis) along with Supplementary Items
7	e-Publishing date of Tender	28.01.2020
8	Downloading of Tender Document:	
	(i) Starts on	29.01.2020 From 10.00 hours (IST)
	(ii) Closes on	28.02.2020 Upto [11.00] hours (IST)
9	Seeking Clarification	
	(i) Starts on	29.01.2020 From 10.00 hours (IST)
	(ii) Closes on	13.02.2020 Upto 11.00 hours (IST)
10	Pre Bid Meeting:	NA
11	Online Submission of Offers:	
	(i) Start Date and Time	29.01.2020 From 10.00 hours (IST)
	(ii) Last Date and Time	28.02.2020 Upto [11.00] hours (IST)
12	Due date of Opening of Cover-I of the Tender	29.02.2020 At [11:00] hours (IST)

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

13	Due date and time of Opening of Cover-II of the Tender and Start of Reverse Auction	Will be done at a later date which will be communicated to the Techno-commercially acceptable bidders through portal only
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6. Bids must be submitted online before or up to [11.00] hours Indian Standard Time on [28.02.2020].
7. Bids will be opened at [11.00] hours Indian Standard Time on [29.02.2020].
8. The Purchaser reserves the right to extend the due date of tender as deemed fit on case to case basis by issue of corrigendum through portal. Further, if at least 3 bids are not received within originally stipulated due date, the due date shall be extended by 2 (two) days by the portal automatically. In case even after one extension of due date by 2 (two) days, less than 3 bids are received the due date shall again be extended by another 5 (five) days by the portal automatically. If, even after granting two extensions (2 days + 5 days), less than 3 bids are received, the tender shall be opened without further extension. Separate paper publication of corrigendum for extending the due dates shall not be made. In case no offer is received after granting two extensions (2 days + 5 days), the tender will be cancelled.
9. 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.
10. Interested eligible Bidders may obtain further information from the office of the purchaser as per address given below:

General Manager (MM),
Central Coalfields Limited,
Darbhanga House, Ranchi: 834 001,
Jharkhand, India
Fax: +91 0651 2360198
Phone: +91 0651 2360716 / 2360257
Email address: gmmm.ccl@coalindia.in

General Manager (MM)/HOD
For and on behalf of Central Coalfields Limited

Section II - Instructions To Bidders

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 www.coalindiatenders.nic.in, the bidders should meet the following requirements:

- a) PC connected with Internet connectivity. It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, CCL 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 (www.coalindiatenders.nic.in) with valid Digital Signature Certificate (DSC). The online enrolment/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. 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.
The MSME bidders should enrol their name in the Coal India e-Procurement Portal as "Preferential Bidder" either by modifying their profile or while making "Online Bidder enrolment". The document in support of MSEs should also be uploaded against the specific tender to avail benefits of Public Procurement Policy Order, 2012.
- d) Class II or Class III Digital Signature Certificate (DSC).

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

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

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

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the 24 x 7 help-desk on 0120-4200462, 0120-4001002 and additional mobile no. 8826246593. All queries will be answered in English / Hindi only.

4. **Communication**

All communication sent by CCL 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.

B. Eligibility of Bidders

5. **Eligible Bidders**

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

- i) **Foreign Manufacturers:** In case of Global Tenders, Foreign Manufacturers who manufacture the equipment of tendered capacity are eligible to quote against this tender.
- ii) **Indian Manufacturers:** Indian manufacturers who manufacture the equipment of tendered capacity are eligible to quote against this tender.

- iii) **Indian selling Agent /Authorised Dealer/Distributor authorized by Indian manufacturers / Foreign manufacturers and Foreign selling Agent /Authorised Dealer/Distributor authorized by Foreign manufacturers; :** The above firms are 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, the firms shall have to upload scanned copy of tender specific Manufacturer's Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the CCL Tender, indicating the Tender Reference No. and date along with the offer. The firms are 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.

If an Indian/ Foreign manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorization and confirmation from the manufacturer that, as a matter of their corporate policy, they do not quote directly. In case a manufacturer happens to quote directly elsewhere, it will be treated as furnishing false information and shall be liable for action as per the provisions of the Purchase Manual.

In case the above firms are 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 / Foreign Agent can quote but both are not allowed to participate / quote in the same tender. All such bids will be rejected.

5.2 Deleted.

5.3 **For Startup/MSEs:**

As per CIL letter vide Ref: CIL/C2D/MSME/2017-18/Circular/1504 Dt. 19.03.2018. Relaxation of Norms for Startup and Micro & Small Enterprises (MSEs) in Public Procurement Regarding prior Experience-Prior Turnover criteria.

1. Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) dt.25.07.2016 of under Secretary, GOI, subsequent amendment, if any.
2. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.
3. Prior experience & turn over criteria is not applicable for startup/MSEs in the tender in respect of either of the following situation and no further documents regarding proveness will be required to be submitted by these category bidders.
 - a. If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, 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. 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 the tenders
 - b. If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports are not more than one year from the date of opening of bids. In case there is deficiency in technical capability of the firm, the same is to be communicated to them by tender inviting authority for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be consider for relaxation against the tender in question and to avoid any future complications. The issues relating to technical capability may be decided by head of technical department.
 - c. If bidders have submitted documents to prove the startup/MSE status for the tendered item and whose products are ISI marked/DGMS approved/covered under

DGS&D rate contracts on them/current holding rate contracts with CIL or its subsidiaries for supply of tendered items/supplied and proven in CIL or its subsidiary companies/proven product of the ancillary unit of a subsidiary company of CIL.

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

1. Valid BIS marking license of the quoted items on them.

OR

2. Rate contract as issued by CIL /Any other subsidiary for the quoted items on them.

OR

3. Valid DGMS approval certificate for the quoted items on them.

OR

4. Proven ancillary certificate issued by subsidiary companies for the quoted items on them.

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

Status of Provenness would be evaluated and decided by HODs of technical department

6. **Collaboration Agreements**

In case of collaboration agreements with the principals, the collaboration agreement should be valid on date of tender opening and should also remain valid at least up to supply and commissioning of equipment. However, the principal manufacturer will confirm to ensure supply of Supplementary Items and service support for smooth running of the equipment during its lifetime. The agreements/ MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registered under the provision of Section-17 of the said Act. A notarized copy of collaboration agreement/MOU, duly registered in India as above and undertaking of principal manufacturer to ensure supply of Supplementary Items and service support for smooth running of the equipment throughout its life must be uploaded along with the offer.

7. **Provenness Criteria**

Procurement against this tender shall be made only for proven equipment. Equipment offered by a bidder shall be considered proven as detailed herein below. The bidders should clearly indicate in their offer the sub-clause against which they claim to be qualified as eligible bidder.

7.1 The equipment to be offered by the tenderer shall be considered proven provided the type and model of the equipment offered must have supplied in the past to the Mining Industry and/or to the other Industries (Private or Government/Public Sector Undertaking – Indigenous or Global) (applicable for material handling equipment like Conveyors, Cranes etc. also) and performed satisfactorily for a period of not less than one year from the date of commissioning.

7.2 Deleted.

7.3 Deleted.

7.4 Deleted.

8. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and online submission of bid, and Central Coalfields Limited (CCL), hereinafter referred to as “the Purchaser”, will in no

case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

C. Bid Documents

9. Content of Bid Documents

- 9.1 The Goods required, bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:
- a. Instructions to Bidders (ITB);
 - b. General Conditions of Contract (GCC);
 - c. Special Conditions of Contract (SCC);
 - d. Schedule of Requirements;
 - e. Technical Specifications;
 - f. Letter of Bid (LOB);
 - g. Manufacturer's Authorisation Form;
 - h. Deleted;
 - i. Security Deposit Bank Guarantee Format;
 - j. Performance Bank Guarantee Format;
 - k. Format for Pre-Contract Integrity Pact;
 - l. Deleted.
 - m. Commercial Parameter Sheet (CPS) in Excel Format in the e-procurement portal along with Technical Parameter Sheet (TPS) in Excel Format;
 - n. Technical Parameter Sheet (TPS) in Excel Format in the e-procurement portal;
 - o. Bill of Quantity (BOQ) in Excel Format in the e-procurement portal;
 - p. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;
- 9.2 The Bidder is expected to examine all instructions, forms, formats, terms and specifications in the Bid Documents. Failure to furnish all information / documents/ certificates required by the Bid Documents will be at the Bidder's risk and it may result in rejection of its bid.
10. **Clarification of Bid Documents**
- A prospective bidder may seek clarification online through CIL's E-Procurement portal after E-Publication of the NIT. The purchaser will respond to such request 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. Purchasers response shall also be put on the CIL's E-procurement portal, up to 7 (seven) days before the end date of bid submission
11. **Pre-NIT Meeting: Deleted.**

D. Preparation and Submission of Bid

12. Language of Bid

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

13. User Portal Agreement

The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical,

Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

14. Methodology for online Submission of Bids

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

14.2 **Techno-Commercial Bid (Cover-I):** The scanned copies of the following documents will be uploaded at relevant spaces / folders in the Techno-Commercial Bid (Cover – I) as mentioned in Annexure-23, Sample Forms, Sec-VII. It should be noted that the Cover-I should not contain the price.

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

Note: The person who has signed Letter of Bid physically should bid online while submitting the offer. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of person signing the LOB as the same person is DSC holder and himself is bidding online on CIL's e-Procurement Portal. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-2) by the person signing the LOB in favour of person bidding online is required to be uploaded.

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

iii. **Technical:**

- (a) Documents as mentioned in Technical Specifications, Section-VI of the bid document.
- (b) Complete list of Supplementary Items required (**without prices**) as per Annexure-6-9 or 11-14, as applicable, Sample Forms, Sec.-VII. This list is to be given per equipment and uploaded along with offer.
- (c) Deleted.
- (d) Deleted.
- (e) Deleted.

iv. **Commercial:**

- a) In case of the scanned copy of the UTR / documentary evidence for EMD payment, challan generated by e procurement portal or in case of exemption from submission of EMD, the scanned copy of documents in support of exemption / submission of EMD will have to be uploaded by the bidder in the e-procurement portal as per provisions provided in the e-procurement portal during bid submission.
- b) Duly signed and stamped Pre-Contract Integrity Pact as per Sec. - II, ITB, Clause-36 and as per Format given at Annexure- 20, Sample Forms, Sec. - VII.

- c) Documents establishing bidder's eligibility and qualifications as per ITB clause -17.
 - d) A certificate that bidder has NOT been banned or delisted as per Clause-9, SCC, Sec.-IV.
 - e) Lowest Price Certificate as per Clause- 8.2, SCC, Sec- IV.
 - f) A confirmation that the bidder has quoted for the equipment along with the Supplementary Items exactly as per the NIT requirement and stipulations, otherwise the offer is liable for rejection.
 - g) A confirmation that details of training charges have been indicated in the price bid (No rates / prices are to be indicated in this confirmation).
- v. **Commercial Parameter Sheet(CPS):-** A Commercial Parameter Sheet in excel format in the e-procurement portal along with Technical Parameter Sheet (TPS) in Excel Format will be available on e-procurement portal which has to be downloaded by the bidder and must be uploaded, duly filled in.
- vi. **Technical Parameter Sheet (TPS):**
Detailed Technical Specifications of Diesel Driven RBH Drill 160mm are mentioned in Section-VI. The Technical Parameter Sheet containing the summarized Technical Specifications Parameters in Excel format will be available on CIL's e-procurement portal. This will be downloaded by the bidder who will furnish all the required information on this Excel file. The Bidder is required to put values under the column "BIDDER'S VALUE" in TPS. TPS mentions Clause No. of Technical Specifications and in some cases detailed descriptions of individual component/ system. Details of each clause are mentioned in Technical Specifications. The details of documents to be submitted in support of values in the TPS are given in Annexure-23, Sample Forms, Section-VII and Technical Parameter Sheet (TPS). Authenticated and Scanned copy of documents are to be submitted in folders provided in the portal as per check list of Annexure-23 [Technical]. All the folders must contain at-least one (01) document. **NO FOLDER SHOULD BE LEFT BLANK.** All these folders shall be uploaded along with the TPS during Bid submission. Incomplete template or the templates not submitted as per the instructions given will be rejected.

14.3 Price Bid (Cover-II):

- (a) *The Cover II has one folder. BOQ. The Price-Bid containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on CIL's e-procurement portal under folder BOQ .This will be downloaded by the bidder and it will quote the rates, etc. for the offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Price can be quoted in a foreign currency or INR or in both. Foreign currency to quote shall be US Dollar, Euro, Japanese Yen or GB Pound.*

- (b) *The price bid BOQ consists of :-*

BOQ1: *Front Sheet is the calculation sheet. The bidders need to fill in the name of the firm and choose the currency in which they have quoted. The bidders advised to select foreign currency if any price is to be quoted in foreign currency and select INR if prices is to be quoted in INR.*

- *Sheet-2 (INR) - is for quoting price in INR for equipment and supplementary items. The total price of the supplementary items quoted in INR should be quoted separately in the sheet provided. The break-up of the total price of supplementary items in respective format in Annexure 6 to 9 in Section VII Sample forms should be uploaded as detailed earlier as applicable.*
- *Sheet-3 (Other_Currency) - is for quoting price of items in foreign currency for equipment and supplementary items. The total price of the supplementary items*

quoted in foreign currency for should be quoted separately in the sheet provided. The break-up of the total price of supplementary items in respective format in Annexure 11 to 14 in Section VII Sample forms should be uploaded as detailed earlier as applicable.

Sheet-4 & Sheet-5: Supp_Items_INR & Supp_Items_Other_Currency :

The details and price of individual items of Supplementary items as per format given in Annexure-6-9 & 11-14, shall be quoted in Excel format as provided in the BOQ. It would be the responsibility of the bidder to ensure that the total price for the supplementary items shall tally with the total price quoted in respective INR / OTHER_CURRENCY. In case of any discrepancy the price quoted in Supp_Items_INR & Supp_Items_Other_Currency with the total price quoted in INR / OTHER_CURRENCY, the Price in INR / OTHER_CURRENCY shall be considered for evaluation, while award of contract and payment shall be made at lower of the two prices.

- 14.4 Both the covers – Cover -I ‘Techno- Commercial Bid’ and Cover-II ‘Price Bid’ are to be uploaded in the e-procurement portal before the last date and time for submission of online bid.
- 14.5 Scanned copies (PDF) of the complete documents duly filled in, signed, stamped and notarized (if required) shall be uploaded along with offer as per tender requirements at relevant spaces / folders in Cover-I. All documents attached should be Self-Certified to be True Copies of the original, signed by the authorized signatory of the bidder with the Company's seal; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in **100 DPI** for maintaining clarity & easy upload.
- 14.6 In case bidders upload copies of registration certificate of DGS&D/NSIC/ Licence from BIS and Approval certificates issued by DGS&D/other Independent Statutory Bodies of Govt. of India, all such documents shall be duly attested by a Notary Public.
- 14.7 The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.
- 14.8 No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.
- 14.9 **Submission of Forged/Tampered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, CCL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CCL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to CCL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CCL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.
15. **Period of Validity of Bids**
The bids (Techno-Commercial Bid and Price-Bid) shall remain valid for a period of 180 days from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by the purchaser.

16. Earnest Money Deposit

Deposit of EMD : Bidders shall Deposit EMD through online payment gateway provided on the e-procurement portal.

- a. In the Online mode, the bidder can make payment of EMD through Axis Bank payment Gateway by net banking from designated Bank or through NEFT / RTGS from any scheduled Bank to CIL Bank Account against challan generated by e procurement portal.
- b. The payment of EMD made through online mode must be received in CIL Account before the last date and time of submission of bid, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complications in submitting online bid before the schedule last date and time of submission.
- c. Physical mode of payment i.e. Banker cheques or Demand drafts is not acceptable.

For Overseas bidders EMD/Foreign Remittance may be drawn directly in the name of Central Coalfields Ltd. **SBI Account No. 10106155123 maintained at SBI CCL Campus Branch**, having the SWIFT Facility bearing no. **SBININBB387**, and **scanned copy of the documentary evidence for such Direct Remittance must be up-loaded while submitting online Bid in the provision of EMD exemption document.**

Exemption of EMD: The following bidders shall be exempted from payment of EMD. The bidders as per eligibility 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 on-line.

Sl.No.	Category of bidders	Documents against exemption of EMD
1	State/Central Government Organizations/PSU	Upload digitally signed Self declaration
2	NSIC registered Firms	Upload digitally signed notarized copy of Valid and Complete NSIC Registration certificate for the tendered items attested by Notary Public
3	Ancillary Units of CCL	Upload digitally signed notarized copy of Valid and complete Ancillary Status certificate for the tendered items and attested by Notary Public
4	Micro / Small Enterprises [MSE]	<p>A. Upload digitally signed notarized copy of valid and Complete Micro/Small Enterprises [MSE] Registration certificate for the tendered item issued by District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p style="text-align: center;"><u>OR</u></p> <p>B. Upload digitally signed notarized of UAM certificate & no. for the tendered item as per letter No. CIL/C2D/Udyog Adhar/MSE/2018/47 dt. 10.04.2018. MSME letter and MoF office memorandum F. No. 21{17}/2016-MA dtd.6th April, 2018 issued by Dy. Director (MA), Ministry of Micro, Small and Medium Enterprises, Office Memorandum No. F 5/4/2018-PPD dtd. 28th February, 2018 of Govt. of India, Ministry of Finance, Dept. of Expenditure, Public Procurement Division, for the tendered item.</p>

NB: The NSIC registered firms / MSEs as above shall be exempted from paying EMD only, as per provisions of Public Procurement Policy for MSEs Order, 2012. However they are not exempted from submission of Security Deposit.

The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the form of e-payment or relevant documentary evidence for exemption of EMD. In case of non-submission of the EMD or documentary evidence towards exemption of EMD as detailed above, the tender shall be treated as non-responsive. For bidders other than Sl. No. 1 each and every page of Valid and Complete documents submitted towards EMD exemption must also be stamped and signed by the Notary Public as per details above.

Refund of EMD: The Earnest Money will be retained in the case of successful tenderer. The Earnest Money deposited by the successful bidder will be refunded on receipt of required Security Money from the bidder.

EMD of the unsuccessful tenderers shall be refunded immediately after finalization of the tender. The bidders should submit MANDATE FORM for e-payment along with EMD, if not submitted earlier, as per the format given at Annexure-22, Section VII, for refund of EMD to unsuccessful bidders/successful bidder through electronic fund transfer.

EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

17. Documents Establishing Bidder's Eligibility and Qualifications

The following specified documents depending on the category of bidders are to be uploaded:

SI No.	Category of Bidder	Upload digitally signed Scanned copy of Notarized documents in support of Eligibility Criteria for the tendered item.
a	Indian Manufacturers	Any one of the following valid documents (<i>attested by Public Notary</i>): a. Factory license/Manufacturing license b. NSIC registration certificate. c. SSI/DIC registration certificate d. ISO Certificate. e. BIS license/certificate f. DGMS approval g. Startup: Statutory document issued by DIPP recognizing the eligible entity as Startup. 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.

b	Indian selling agents/dealers/distributors authorized by Indian manufacturer.	<p>i. Tender specific Manufacturer's Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the CCL Tender, indicating the Tender Reference No. and date along with the offer (attested by Notary Public).</p> <p>If a Indian manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorization and confirmation from the manufacturer that, as a matter of their corporate policy, they do not quote directly. In case a manufacturer happens to quote directly elsewhere, it will be treated as furnishing false information and shall be liable for action as per the provisions of the Purchase Manuals (attested by Notary Public)</p> <p>ii. Any one of the following valid documents of the principal manufacturer (<i>attested by Public Notary</i>)</p> <ol style="list-style-type: none"> Factory license/Manufacturing license NSIC registration Certificate. SSI/DIC registration certificate ISO Certificate. BIS license/certificate DGMS approval Startup: Statutory document issued by DIPP recognizing the eligible entity as Startup. 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
c	Foreign Manufacturers	<p>Any one of the following Valid documents (<i>attested by Public Notary</i>):</p> <ol style="list-style-type: none"> Manufacturing license/certificate ISO Certificate. Any statutory document confirming the "Manufacturer" status of the Bidder
d	Foreign selling agents/dealers/distributors authorized by Foreign manufacturer.	<p>I. Tender specific Manufacturer's Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the CCL Tender, indicating the Tender Reference No. and date along with the offer (attested by Notary Public).</p> <p>If a Foreign manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorization and confirmation from the manufacturer that, as a matter of their corporate policy, they do not quote directly. In case a manufacturer happens to quote directly elsewhere, it will be treated as furnishing false information and shall be liable for action as per the provisions of the Purchase Manuals (attested by Notary Public)</p> <p>II. Any one of the following Valid documents of the principal manufacturer (<i>attested by Public Notary</i>)</p> <ol style="list-style-type: none"> Manufacturing license/certificate ISO Certificate Any statutory document confirming the "Manufacturer" status of the Principal Manufacturer

e	<p>Indian selling agents/dealers/distributors authorized by Foreign manufacturer</p> <p>For tender value more than Rs 50.00 Lakhs in line with CIL'S letter no CIL/C2D/Purchase Manual/2019/590 dated 28.08.2019. Related to Public Procurement (Preference to make in India). Enclosed as Annexure J.</p>	<p>i. Specific authorization from their principal manufacturer to quote against this tender (<i>attested by Notary Public</i>).</p> <p>If a Foreign manufacturer does not quote directly, the authorized agents/distributors quoting on their behalf should submit tender specific authorization and confirmation from the manufacturer that, as a matter of their corporate policy, they do not quote directly. In case a manufacturer happens to quote directly elsewhere, it will be treated as furnishing false information and shall be liable for action as per the provisions of the Purchase Manuals (attested by Notary Public)</p> <p>ii. Any one of the following valid documents of the principal manufacturer (<i>attested by Public Notary</i>) :</p> <ol style="list-style-type: none"> Manufacturing License/Certificate ISO Certificate Any statutory document confirming the "Manufacturer" status of the Principal Manufacturer
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NOTE: The certificate in respect of NSIC Registration, SSI Registration, MSME, ISO, BIS License and DGMS approval etc. must be valid on the date of tender opening.

18. 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.
- The Purchaser reserves the right to extend the due date of tender as deemed fit on case to case basis by issue of corrigendum through portal. Further, if at least 3 bids are not received within originally stipulated due date, the due date shall be extended by 2 (two) days by the portal automatically. In case even after one extension of due date by 2 (two) days, less than 3 bids are received the due date shall again be extended by another 5 (five) days by the portal automatically. If, even after granting two extensions (2 days + 5 days), less than 3 bids are received, the tender shall be opened without further extension. Separate paper publication of corrigendum for extending the due dates shall not be made. In case no offer is received after granting two extensions (2 days + 5 days), the tender will be cancelled.

19. Late Bids

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

20. Modification and Withdrawal of Bids

- 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.
- No bid can be modified after the deadline for submission of bids.
- Bidders may withdraw their bids online within the last date and time of bid submission.
- 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.

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

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

22. Bid Prices

- 22.1
 - a) The bidders are required to quote their lowest prices for complete package of Equipment mentioned in Schedule of Requirement–Section-V.
 - b) The bidder has to quote for at least 50% of the total tendered quantity as given in Schedule of Requirement–Section-V, otherwise their offer will not be considered. If the 50% quantity comes out to be a fraction, the bidder should quote for the next whole number.
 - c) Deleted.
 - d) Deleted.
 - e) Deleted.
 - f) Single contract will be concluded with bidder for Complete Equipment Package.
 - g) The installation & commissioning charges and training charges should be indicated separately, as per BOQ.
- 22.2 The Foreign Manufacturer shall quote for supply of complete package of Equipment. The Foreign Manufacturer may also quote for supply of Supplementary Items in Indian Rupees (INR).
- 22.3 In case the bid is submitted by an authorised Indian Agent of foreign manufacturer, such bidder may quote for equipment in foreign currency on behalf of its principal and Supplementary items in INR or in combination of foreign currency and INR. Regarding Supplementary Items quoted by the authorised Indian Agent in INR, supply of such Supplementary Items will be made by the authorised Indian Agent and the payment of the same will be made to the authorised Indian Agent. However, a single contract with bidder, who is an authorised Indian agent of foreign manufacturer, will be concluded.
- 22.4 The indigenous manufacturer or its authorised Indian Agent shall quote the prices for complete package of equipment in INR for delivery on FOR Destination basis. For the purpose of the contract, the term 'FOR Destination Price' shall mean the sum of Ex-works Price plus Freight up to destination and Transit Insurance charges up to destination. The offer should indicate unit prices, discount, if any, and the total price as per the format enclosed as Annexure-5, Sample Forms, Sec.-VII.

Under FOR destination Contract, it is the responsibility of the supplier to deliver the goods at the FOR destination site at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the FOR destination site. CCL has no obligation to the supplier on these accounts. However, CCL will provide the supplier upon request, with necessary information for obtaining insurance.
- 22.5 Indigenous manufacturer shall quote for no. of equipment under Normal Customs Duty (NCD) and Project concessional Duty (PCD) as detailed in Sec-V “Schedule of Requirement”. The bidder should also indicate the following information, in their offer for equipment with Project Concessional Duty (PCD) only: -
 - a) Estimated CIF value of the Imported content, if any, both in Indian Rupee and in the specified foreign currency on date of opening of the tender.
 - b) Rate of Customs Duty, IGST / (SGST & CGST) and any other cess/duty as applicable on assessable value (CIF plus landing charges etc.) of Imported component taken for computation of the prices.
 - c) Rate of Exchange taken for computation of the prices.

- 22.6 The prices for complete equipment package, 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 format given at Annexures–10,11,12, 13 & 14, as applicable, Sample Forms, Sec-VII and in the following manner:
- A. The Foreign manufacturers shall quote the prices on CIP (Final Place of Destination) basis in any of the foreign currencies mentioned in ITB clause-23 'Bid Currencies'.
 - B. Under CIP (Final Place of Destination) basis contract, it is the responsibility of the supplier to deliver the goods at the named place of destination at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the named place of destination. CCL has no obligation to the supplier on these accounts. However, CCL will provide the supplier upon request, with necessary information for obtaining insurance.
 - C. In quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or insurance agency.
 - D. The elements of marine freight, marine insurance, Port Charges, C&F Charges and all other local costs to clear goods through Customs and incidental to delivery upto Final Place of Destination, and inland transportation & insurance should also be provided by the bidder in its bid as per format given at Annexures–10,11,12, 13 & 14, as applicable, Sample Forms, Sec-VII.
 - E. The Inland transportation & insurance and Port Charges, C&F Charges and all other local costs to clear goods through Customs and incidental to delivery upto Final Place of Destination 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.

- 22.7 Prices quoted by all the bidders for complete equipment package, shall remain firm till supply of these items.
- 22.8 Bids submitted with conditional price quotations shall be rejected.
- 22.9 Discounts offered, if any, should be clearly indicated as Trade Discount, Quantity Discount etc. Conditional Discounts shall not be taken into account for the purpose of determination of ranking.

23. Bid Currencies

The prices shall be quoted in the following currencies:

- i) **For Indigenous Manufacturer:** For Goods and Services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country.
- ii) **For Foreign Manufacturer:** For Goods and Services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in only one of the following freely convertible currency US Dollar, EURO, Japanese Yen and GB Pound.
- iii) Foreign manufacturers can quote for Supplementary Items, in INR also.
- iv) The Inland transportation, insurance and Port Charges, C&F Charges and other local costs incidental to delivery for imported items) should be quoted in INR only.

D. Bid Opening and Evaluation

24. Opening of Bids by Purchaser

- i. The tender will be opened on the scheduled date and time of opening of tender as specified in Section-I, IFB.
 - i) In the event of the scheduled date of opening of tender being declared as a holiday for purchaser's office or a "bundh", the date for opening of tender will be the next working day at the scheduled time.
 - ii) On the scheduled date and time of tender opening, only Techno-Commercial Bids (Cover-I) will be opened on-line. The participating bidders may view the opening of the bids on-line.
 - iii) Cover-II (Price-Bids) will be opened after evaluation of Cover –I. The Cover-II of only the technically and commercially acceptable bidders shall be opened for which separate intimation will be given to the techno-commercially acceptable bidders. As soon as the date and time of opening Price bids of the techno-commercially acceptable bidders are set in the portal, system will send SMS & e mail alert to the eligible bidders. The short-listed bidders may view the opening of the price bids on-line.

25. *Techno-commercial Evaluation of Tender*

- a). *Initially, there will be Technical Parameter Sheet (TPS) and Commercial Parameter Sheet (CPS) generated by system itself.*
- b). *The copies of system generated TPS and Commercial Parameter Sheet (CPS) shall be available in system and will be downloaded. Subsequently, TPS and CPS generated by the system shall be scrutinized / verified by the concerned departments in light of the documents uploaded by the bidders, in respect of the bidders qualified based upon the templates response only.*
- c). *The Purchaser will examine the Techno-Commercial bids submitted online by bidders and the required uploaded documents to determine whether they are complete and in conformity with the tender document.*

- d). *Any bid which has not been submitted with the requisite amount of EMD will not be considered for further evaluation.*
- e). *During evaluation of the uploaded documents, shortfall documents, if required, will be sought from the bidders. For this purpose, one chance of 7x24 hours duration shall be given through Shortfall Document. If further clarifications/shortfall documents are required, another chance may be given to the Bidders through confirmatory link, keeping a time frame of 5x24 hours.*
- f). *Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.*
- g). *After techno-commercial evaluation of bids, price bids of the techno-commercially acceptable bidders will be opened in the manner described in Clause-24 above.*

26. Shortfall Documents

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

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall / Confirmatory Documents', by evaluator after scrutiny of bids, indicating the start date and end date giving 07x24 hours duration for online submission by bidder. The bidders will get this information on their personalised dashboard under "Upload Shortfall Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalised dashboard at least once daily after opening of bid. The bidders will upload the requested documents within the specified period. If further clarifications/shortfall documents are required, another chance may be given through confirmatory link, keeping a time frame of 05x24 hours, for on-line submission of documents.

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

27. Conversion to Single Currency

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

28. Reverse Auction: Reverse auction process shall be as under:

- (a) *Upon opening of the Price Bid, system will allow for Auto Financial opening whereby no comparative statement will be generated but Reverse Auction platform "Auction BOQ" will be created.*
- (b) *Reverse Auction will be initiated within 2 hours after opening of price bids and a multi auction template (in excel format) will be uploaded.*
- (c) *The multi auction template will display only the item-wise L-1 price received, decrement value, starting and end time and exchange rate(s) used for conversion of foreign currency*

into Indian Rupees, prevailing on the price-bid opening date. The name of bidders participating in the Reverse Auction shall not be made visible to other bidders.

- (d) The L-1 price of each item will be "Start Bid Price" for respective item of the NIT. The L-1 price of each item of the NIT will be Total Bid Price for respective item as defined in clause-29(F) (c), ITB of the NIT.
- (e) There will be no participation fees for e-Reverse auction.
- (f) The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:
 - i) For decrement values up to Rs.10/-, rounding off will be made to nearest rupee.
 - ii) For decrement values from Rs.11/- to Rs.100/-, rounding off will be made to nearest 10.
 - iii) For decrement value from Rs.101/- to Rs.1,000/-, rounding off will be made to nearest 100.
 - iv) For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off will be made to nearest 1,000; and so on
- (g) The maximum seal percentage in one go shall be fixed as 2% over and above the normal decrement of 0.5%, i.e., 2.5% of Start Bid price or the last quoted price during reverse auction, whichever is lower.
- (h) Initial period of reverse auction will be two hours. There will be auto extensions of time every time by 30 minutes in case of any reduction recorded in the last 30 minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 30 minutes slot.
- (i) Item-wise H-1 bid will be eliminated during price bid opening, if more than three techno-commercially acceptable bids are available and those bidders will not be able to participate in the Reverse auction for that item, for which they have quoted H-1 landed cost. If two bidders have quoted the same H-1 landed cost, the bidder who submitted/frozen the bid later, shall be rejected and will not be able to participate in Reverse Auction. However, there will be no H-1 bid elimination if H-1 bid is from privileged/preferential category bidder.
 Note: If a bidder has quoted under privileged category and Tender Inviting Authority (TIA) has rejected the status of the bidder's privileged category due to noncompliance to tender requirement, then the bidder will not be treated as privileged category bidder and during price bid opening its bid will be treated as non privileged / preferential category bidder and will be evaluated accordingly.
- (j) System protects bid and bidder information till auction gets over and displays current L-1 price to the bidder in auction hall.
- (k) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- (l) Break-up of price: The successful bidder shall upload break-up of price online through confirmatory link, after reverse auction in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less, otherwise it may be treated as withdrawal of offer and will attract penal action. While giving the break-up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the L-1 bidder fails to submit the break-up of landed price within stipulated period, the Purchaser will be at liberty to place order on the basis of the break-up of the e-price bid submitted by the bidder along with the initial offer 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 landed 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. policy, as may be notified time to time to any category of bidders, and if any of the short listed bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in Reverse Auction fall within the permitted percentage.*
- (r) *Conversion Rate: While evaluating the bids, for conversion of foreign currency into Indian Rupees, the exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or directly from Banks.*
- (s) *Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.*
- (t) *On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.*
- (u) *All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by the Purchaser will form a binding contract between the Purchaser and the bidder for entering into a contract.*
- (v) *Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.*
- (w) *If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.*
- (x) *In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.*
- (y) *Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.*

29. Evaluation and Comparison of the Bids

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

A) Evaluation of Indigenous Offer for Equipment in Indian Rupees

- a) The bidder must quote their prices in Indian Rupees and on FOR Destination basis showing Ex-Works Price of the equipment, Freight up to destination and Transit Insurance Charges upto destination separately as per the format given at Annexure-5, Sample Forms, Sec.-VII.
- b) Landed Price of each equipment will be computed by adding GST i.e. IGST or (CGST & SGST), any other levy / cess as the case may be, Freight up to destination and Transit Insurance Charges upto destination in the following manner:
 - i) IGST or (CGST & SGST): In case of Taxes and Duties like (CGST & SGST) or IGST the applicable rate of these duties in terms of %age is to be entered in the relevant fields

The rate of (CGST & SGST) or IGST 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 (Bidder has opted Composition Scheme) in their case, then bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents along with certificate of practicing CA/CMA/CS clearly mentioned that Bidder is eligible to opt the scheme and fulfilled all the condition as mentioned in notification in this regard.

In case the tendered item is eligible for Input Tax credit then the L-1 status shall be decided by deducting the Input tax Credit ((CGST & SGST) or IGST, any other levy / cess as the case may be) Amount. However, if Bidder has opted composition scheme to deposit GST under section 10 of CGST Act, 2017 INPUT TAX CREDIT will not available to CCL, hence the (CGST & SGST) / IGST will not be deducted while determine the L-1 status.

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

- ii) Freight & Transit Insurance charges upto Destination: These elements shall be added to the sum of Ex-works price of equipment with GST i.e. (SGST & CGST) / IGST to arrive at the Landed price of the equipment.
- c) Net Landed Price of each equipment will be arrived at after deducting Input Tax Credit on GST i.e. IGST or (SGST & CGST), any other levy / cess as applicable as on date of tender opening from the Landed Price.

Thus Net Landed Price for each equipment shall be = [(Landed Price) Less (Input Tax Credit on GST i.e. IGST or (SGST & CGST), any other levy / cess if allowed by a particular state)].

- d) **The Total Net Landed Price for each equipment** = [(Net Landed Price for each equipment as arrived at (c) above)].

B) Evaluation of INR Offer for Supplementary Items

- a) The bidder shall quote the Total prices of supplementary items in Indian Rupees for each year on FOR Destination basis only. (The break-up of prices of individual item of supplementary items, in the format as given in Annexure 6 to 9 should be uploaded in BOQ.
- b) Landed price of each supplementary item will be arrived at by adding **IGST/ SGST & CGST**, any other levy / cess on FOR Destination price. The legally applicable rates of **IGST/ SGST & CGST** should be clearly mentioned in BOQ and in the Techno-Commercial bid (Cover-I).
- c) Net Landed Price of each Supplementary items will be determined after deducting available Input tax Credit on GST, any other levy / cess applicable as on date of price tender opening, as indicated by the bidder in BOQ in the manner indicated in clause - 29 (A).(c) above.
- d) **Total Net Landed Price** of total Supplementary items of the equipment shall be = [(Net Landed Price for each supplementary items of list (b)(i) above arrived in the manner indicated at (d) above) x (Quantity of Supplementary items quoted per equipment)].
- e) **Deleted.**

C) Evaluation of Import offer for Equipment in Foreign Currency

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In case of import offer, the bidder will be required to quote on CIP (Final Place of Destination) basis indicating the break-up as per format given at Annexure –10, Sample Forms, Sec-VII.

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

- a) The Bidder shall quote in foreign currency, the FOB Price of the equipment (Inclusive of Indian agency commission, if applicable), Marine Freight and Marine Insurance Charges to arrive at the CIF price.
- b) Basic Customs Duty (BCD) on assessable value (CIF plus 1% landing charges on CIF), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), any additional levy as applicable as quoted by the bidder, will then be added to the CIF Price.
- c) *The above price plus the Customs Duty, IGST and any other additional levy as applicable at quoted rates, shall be carried over to the front sheet in foreign currency which will be then converted in to INR at applicable Exchange Rate prevailing on the price-bid opening date which shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or directly from Banks. The exchange rate considered for the purpose shall be declared before commencement of Reverse Auction.*
- d) *The Inland transportation & insurance and C&F Charges and Port charges to be incurred for port clearance and delivery up to final place of destination quoted in INR by the bidder and GST/IGST/(CGST & SGST) on Indian Agent's Commission in case of offer having agency commission shall also be brought to the front sheet and added to the equipment price plus CD and IGST and any other levies converted to INR as per Point No. c) above.*
- e) The Net Landed Price for each equipment shall be arrived at after deducting available set off as applicable for Input Tax Credit on IGST and any other levies and GST on Indian Agency Commission, as on date of price bid opening from the sum worked out at sl. d) above.
- f) Thus the Net Landed Price for each equipment shall be = [CIF Price plus IGST and any other levies as applicable Plus Inland transportation & insurance and C&F Charges and Port charges to be incurred for port clearance and delivery up to final place of destination Plus GST on Indian Agency commission] Less [Input tax credit on IGST and any other levies as applicable and GST on Indian Agency Commission as on date of tender opening].
- g) The Total Net Landed Price for each equipment shall be = [(Net Landed Price for each equipment as arrived at (f) above)].

Note: It shall be responsibility of the bidder to indicate the correct rate of Customs Duty applicable to their goods. If it becomes necessary for CCL to pay higher rate of Customs Tariff due to wrong quoting of customs rate by the bidder, the same shall be deducted from supplier's bill. However, if the higher rate is due to any statutory change the same shall be borne by CCL.

D) Evaluation of offer for Supplementary items in Foreign Currency

- a) The bidder shall quote the Total FOB Price (including Indian Agency Commission, if any), Total Marine Freight and Total Marine Insurance of consumable and spares in foreign currency for each year which will be converted into CIF Price and Assessable value by the system/portal (The break-up of prices of individual item of supplementary items, in the format as given in Annexure 11 to 14 should be uploaded in BOQ).
- b) The bidder shall quote Total Port Charges & Clearance Charges and Total Inland Freight and Insurance Charges in INR (The break-up of these charges of individual item, in the format as given in Annexure 11 to 14 should be uploaded in BOQ).

- c) Total Basic Customs Duty, IGST, and any additional levy as applicable on assessable value (CIF plus 1% landing charges on CIF) as on the date of Price Bid Opening, will then be added to the CIF Price. This summation will be reflected in the front sheet in foreign currency.
 - d) *The above summation as at c) above in the front sheet in foreign currency will be then converted in to INR at applicable Exchange Rate prevailing on the price-bid opening date which shall be fed to the system by the Purchaser after opening of Price Bid from the data of RBI/SBI Website or directly from Banks. The exchange rate considered for the purpose shall be declared before commencement of Reverse Auction.*
 - e) *The Total Port Charges & Clearance Charges and Total Inland Freight and Insurance Charges in INR quoted by the bidder for port clearance and delivery up to final place of destination and IGST/ SGST & CGST on Indian Agent's Commission in case of offer having agency commission shall also be brought to the front sheet and added to the Total supplementary items price plus CD and IGST and any other levies converted to INR as per Point No. d above.*
 - f) The Net Landed Price for Total Supplementary items shall be arrived at after deducting available set off as applicable for Input Tax Credit on IGST and any other levies and GST on Indian Agency Commission as on date of price bid opening from the sum worked out at sl. e) above.
 - g) Thus the Net Landed Price for Supplementary items for each equipment shall be = [Total CIF Price plus Total CD and IGST and any other levies as applicable Plus Total Inland transportation & insurance and Total C&F Charges and Port charges to be incurred for port clearance and delivery up to final place of destination Plus Total GST on Indian Agency commission] Less [Total Input tax credit on IGST and any other levies as applicable and GST on Indian Agency Commission as on date of price bid opening].
 - h) In case foreign manufacturer quotes Supplementary items of the equipment, in Indian Rupees, evaluation will be made as per clause-29. (B).
- E)** In case of prices for equipment, Supplementary items quoted in INR by Indian agent of Indigenous manufacturers and in case of INR Offer for Supplementary items quoted by Indian Agent of Foreign manufacturers, they have to indicate the Input Tax Credit on GST amount in the 'Input Tax Credit Amount' field in Price Bid Format. If the bidder does not fill the Input Tax Credit amount in Price Bid Format, then the offset of Input Tax Credit amount will not be considered for evaluation purpose. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the 'Input Tax Credit Amount' declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.

F) Evaluation of Composite Offer of Equipment and Supplementary Items

- a) Evaluation will be made based on the prices of each Equipment and Supplementary items for each equipment separately.
- b) Deleted.
- c) The Total Bid Price of each bidder will be calculated in the following manner: -
Total Bid Price = Total Net Landed Price of each equipment + Total Net Landed Price of Supplementary items for each equipment separately. The Total Net Landed Prices will be arrived at after deducting applicable input tax credit as explained on pre-pages.
- d) Deleted.
- e) The ranking of the techno-commercially acceptable bids shall be made on the basis of the Total Bid Price for each item separately as above and contract will be awarded accordingly.

NOTE :

1. During final evaluation of the Bid, the rates of taxes and duties, input tax credit etc. prevailing on the date of opening of Price Bid will be considered.
2. If at the time of opening of Price Bid, any concessional rate of customs duty is applicable for import from certain countries under trade agreements / treaties with Govt. of India, the same shall be considered for evaluation.

30. Computational Errors

Computational errors in Sheet-1 and Sheet-2 will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and the total price shall be corrected. In case of any discrepancy in the total price of Supplementary Items quoted in Sheet-INR / Sheet-Other Currency in BOQ folder and summation of individual items quoted in respective breakup sheets of Supp. Items, the entries in Sheet-INR / Sheet-Other Currency shall be considered for evaluation, while payment shall be made at lower of the two prices.

31. Contacting the Purchaser

- 31.1 Subject to ITB Clause-25, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 31.2 Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

E. Award of Contract**32. Notification of Award: Deleted.**

- 32.1 **The “General conditions of contract” & “Special conditions of contract” as enclosed in the NIT at Section III, Section IV shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.**

The bidder whose bid has been accepted, will be intimated about placement of supply order on-line and also by registered/speed post by the employer. The scanned copy of the supply order will be uploaded, on the e-procurement portal and the original copy will be sent to the L-1 bidder/s through Registered / Speed Post. The L-1 bidder/s will get the information regarding placement of supply order on their personalised dash-board on-line. The date of receipt of order will be taken as the date on which the scanned copy of Supply Order is uploaded on the e-Procurement portal or 7th day from the date of issue of Supply Order by Registered/Speed Post whichever will be earlier. It will be the responsibility of the firm to download the same from CCL portal.

On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of order. Failure to accept the supply order within the specified period may entail cancellation of supply order and the firm's performance will be recorded for further dealings with them.

33. Signing of Contract

Deleted.

34. Security Deposit

- 34.1 Within 15 days of the notification of award from the purchaser, the successful bidder shall furnish the Security deposit in accordance with the conditions of the contract, in the Security Deposit format provided in the Bid Document (Annexure-18, Sample Forms, Sec-VII).
- 34.2 Failure of the successful bidders to comply above requirement of Security Deposit shall constitute sufficient ground for the annulment of the award and forfeiture of the Earnest

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Money Deposit.

35 Corrupt or Fraudulent Practices

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the CCL of the benefits of free and open competition:
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

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

- (i) If the Directors, Proprietors, Employees, Partners of any Representative of the firm is/are found guilty of offences involving any security consideration including loyalty to the State, in connection with business dealings with CCL.
- (ii) If the Director, Proprietor or Partner, Manager or any Representative of the firm is convicted by a court of law for offences in relation to its business dealing with any State Government/Central Government or any Public Sector Undertaking.
- (iii) If there are strong reasons to believe that the Directors, Proprietors, Managers or any Representative of the firm has/have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, etc.
- (iv) Wilful suppression of facts or furnishing or wrong information or manipulated or forged documents by the firm or using any other illegal/unfair means.
- (v) Drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
- (vi) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within the stipulated time.
- (vii) Failure to pay legitimate dues to CCL including dues arising out of Risk Purchase and when CCL is satisfied that this is not due to any reasonable dispute which would attract proceedings in arbitration or a Court of Law.
- (viii) Commission of economic offence like evasion of Excise Duty, Sales Tax, Customs Duty, or any other legitimate taxes, levies, duties, etc. imposed by the Government or local authorities etc.
- (ix) Continued and repeated failure to meet contractual obligations.
- (x) Revision of price and terms of offers within the validity period of the tender on a habitual basis, in order to undermine the decision making process.
- (xi) Canvassing and lobbying to get undue favour from the Company.
- (xii) Formation of price cartels with other suppliers/contractors with a view to artificially hiking

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the prices.

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

36 Pre-Contract Integrity Pact

The bidders will have to upload along with their offer, scanned copy of the duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per format enclosed as Annexure-20, Sample Forms, Sec-VII, failing which their offer may not be considered. The tenderer should sign and stamp all pages of the Pre-Contract Integrity Pact with name and designation of the signatory and witnesses at the last page of the Integrity Pact. The LOB and Pre-Contract Integrity pact should be signed by the same person.

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

Name	Address	Contact Number
Shri Devendra Kumar Pathak, IPS (Retd.)	L/G4, Amrapali Sapphire, Sector-45, Noida, UP – 201303	pathak56515@gmail.com
Shri Srinivasan Rangarajan, IRSME (Retd.)	C-1, Rail Nagar, Podanur, Coimbatore – 641023	ramasalperi@gmail.com

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

37. Registration under GST

1. 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 to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.
2. Composition Scheme: Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding. In that case the bidder has to upload the authenticated document towards such exemption online & furnish the authentic documents along with certificate of practicing CA clearly mentioning that Bidder is eligible to opt the scheme and fulfilled all the condition as mentioned in the said notification

Price offer, Evaluation and Taxes

- a) The rate quoted by the supplier shall be exclusive of GST and it should be strictly as per the 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.
- b) **Evaluation of tender and L1 Status:** 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.
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.
- c) The tax invoice raised by the supplier against the services rendered on or after the appointed day must be in compliance of relevant GST Acts, rules & notifications made there-under and should bear the GSTIN 20AAACC7476RHZT of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.
- d) The CGST & SGST, or IGST and GST(Compensation to state tax) , as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL

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could be able to avail Input tax credit of such CGST & GST or IGST and GST(compensation to state cess) reflected in the invoice.

- e) If CCL fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice including Interest and penalties, if any, as per GST Act, shall be recovered from the current bills or any other dues of the supplier.
- f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there-under.
- g) Where any differential amount is payable to the service provider on account of revision in price or escalation etc or any other reason in relation to service provided before the appointed date, the Tax Invoice or debit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- h) Similarly, where any differential amount is recoverable from the service provider on account of downward revision in price or due to any other reason in relation to service provided before the appointed date, the credit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- i) In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- j) Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.
- k) E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the E-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the E-way bill is required to be issued by recipient of goods.
- l) In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues .Further Earnest Money/Performance Security forfeited will be inclusive of GST.
- m) TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of services on or after the appointed day.
- n) In reference to relevant tax clause of bid document regarding payment/recovery on account of any new/increase/decrease in tax, the provisions under GST [CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government] shall become applicable in the contract.
- o) The bidder shall submit an undertaking that any extra benefit of ITC in future shall also be passed on to CCL.
- p) In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.
- q) In case of failure of the supplier to comply GST provisions for availing ITC (by CCL), the supplier has to pay the amount of ITC to CCL or CCL will have the right to recover the same from any of the payments due to the supplier.
- r) The bidders shall indicate appropriate HSN Code for the items and the GST rates applicable thereof, in the BOQ.
- s) The bidders should furnish the following undertaking along with their bid ;
 - (1) That the prices quoted are after taking into account the input tax credit they will be availing on the raw material and finished products used in the manufacturing of the tendered /quoted items.

- (2) That any extra benefit of input tax credit in future shall also be passed on to the recipient (CCL) unconditionally.
- (3) That the bidder will comply with all obligations of Seller including that of Anti Profiteering Clause (clause 171) of GST Act.

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

Section III - General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

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

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

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

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5. Patent Rights

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

6. Security Deposit

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

7. Performance Bank Guarantee

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

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. Sufficient time, atleast 30 days in advance should be given for inspection.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the 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 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
- 9.3 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;

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- ii. Contract No;
- iii. Country of origin of Goods;
- iv. Supplier's name;
- v. Packing list ref. Number;
- vi. The gross weight, net weight and cubic measurement;
- vii. Consignee Name and Address;

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

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of *Incoterms* on the date of tender opening, published by the International Chamber of Commerce, Paris.

11. Insurance

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

12. Transportation

- 12.1 (a) Where the Supplier is required under the Contract to deliver the Goods on CIP (Final Place of Destination) basis, transport of the goods to the port of destination or such other named place of Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or Insurance Agency. In case of inland transportation of goods, the same is to be done through registered common carriers only.
 - (b) Deleted.
 - (c) Marine Freight and Insurance Charges shall be paid at actuals subject to the ceiling of quoted amount. Inland Freight and Insurance charges shall be paid at actuals but not beyond the composite rate quoted under this head.
- 12.2 In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Inland Freight and Insurance charges shall be paid at actuals but not beyond the composite rate quoted under this head. Transportation of goods is to be done through registered common carriers only.

13. Incidental Services

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

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

14. Spare Parts

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

- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts;
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
 - ii. following such termination, furnishing at no cost to the Purchaser, the manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere
- c) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and fast moving spares. The provision of Spare Parts by the Supplier to the Purchaser shall be governed by Part C.6 of Section VI (Technical Specifications).

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

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

17. Prices

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

18. Changes in Order

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

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

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the Supplier's Performance

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

pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1. In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Central Coalfields Limited, 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), 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, Central Coalfields Limited, 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 Central Coalfields Limited, the balance amount on demand. The supplier shall not be entitled to any gain on any such purchase.
- 23.2. For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

24. Termination for Default

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

For the purpose of this Clause:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or

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in contract execution; and

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

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the Supplier shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purpose of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

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

28. Governing Language

The Contract shall be written in the English language. Subject to GCC Clause-29, the version of the Contract written in the specified language shall govern its interpretation. All

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

29. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Republic of India, unless otherwise specified in SCC.

30. Notices

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

General Manager (MM),
Central Coalfields Limited,
Darbhanga House, Ranchi,
Jharkhand-834001, India
Fax: +91 0651-2360198
Phone: +91 0651-236071

Email address: gmmm.ccl@coalindia.in

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

31. Taxes and Duties

- 31.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in clause-28 of Sec.-II, ITB.
- 31.2 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 clause-28 of Sec.-II, ITB.

32. Limitation of Liabilities

- 32.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised, any/ or from any other remote cause whatsoever.
- 32.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.
- 32.3 However, the limitation of liability of the supplier indicated in clause 32.2 above shall not apply to Liquidated damages, sub clause 23.1 (c), GCC, Sec-III.

33. Provisions of CIL's Purchase Manual

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

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

- 34.1 In case of disputes arising out of the orders / contracts with Public Sector Enterprises or Govt. Deptts., the procedure for settling of disputes shall be through Permanent Machinery of Arbitrators (PMA) in the Deptt. of Public Enterprises, as per the guidelines stipulated in the

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Office Memorandum (OM) No. 4(1)/2011-DPE(PMA)-GL dated 12.06.2013 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.

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

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Deptt. of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

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

(As per Order No. 4(1)/2013-DPE (GM)FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Govt of India, on the subject AMRCD dispute resolution mechanism with CPSE(s) communicated vide GM(MM) CIL letter no. CIL/C2D/Purchase Mnaual/2019/832 dated 14.10.2019)

35. Applicability of GST on Penalties

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

Section IV - Special Conditions of Contract (SCC)

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Special Conditions of Contract

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

1. Security Deposit (GCC clause -6)

- 1.1 The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties, statutory levies and other costs and charges.
- 1.2 In case of FOR destination contract in Indian Rupees, the total landed value of the contract will be arrived at after adding GST and any other tax and duty, if applicable and any other cost and charge, if applicable, to the FOR Destination price of the ordered complete Equipment package.
- 1.3 In case of CIP contract in foreign currency, the total landed value of the contract will be arrived at after adding Customs Duty, GST on Indian Agency Commission and any other additional levies, if applicable and any other cost and charge, if applicable, to CIP price of the ordered complete Equipment package.
- 1.4 The Security Deposit may be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as Annexure-18, Sample Forms, Section-VII, from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award.
- 1.5 Deleted.
- 1.6 SDBG shall not be individual equipment-wise BG. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule as mentioned above and all of them are in the same prescribed format of SD without linking to any particular equipment.
- 1.7 The Security Deposit Bank Guarantee shall remain valid up to 3 months after the supply and commissioning of all the equipment covered in the contract and will be released within 30 days after successful commissioning of all the equipment covered in the contract and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract, as detailed in clause-2 below. The Bank Guarantee for Security Deposit shall be extended till the Performance Bank Guarantee (s) are submitted by the firm, failing which Security Deposit will be forfeited.
- 1.8 "The Bank Guarantees (BG) issued by Issuing bank on behalf of the supplier/s in favour of 'Central Coalfields Ltd.' shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform are furnished below:-

Particulars of Beneficiary	Name	Central Coalfields Ltd
	Hqrs/Area	Hqrs/.....*
	Department	Materials Management
	Bank A/C No.	10106155123
	Customer_ID	80288731402
Particulars of Beneficiary's Bank	Name of Bank	State Bank of India
	Branch & Address	SME Branch, Doranda, Ranchi-834002
	SFMS/IFSC Code	SBIN0009620

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Name of the Area to be indicated by concerned Area.

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to the Procurement Entity, Central Coalfields Ltd”

- 1.9 If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award, or fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CCL.
- 1.10 Failure of the successful bidders to comply with the above requirement of Security Deposit shall constitute sufficient ground for the annulment of the award and forfeiture of the Earnest Money Deposit.

1.11 Exemption to the following Firms in India from Security Deposit:

All the firms / tenderers who have qualified for the exemption of EMD (**Except NSIC & MSE firms**) and having submitted (uploaded & attached) the required documents shall also be exempted from furnishing the Security Deposit, if validity of such certificate is sufficient to cover security period. If validity of the certificate expires after opening of the tender and document in support of extension of validity is not submitted by the firm, they shall not be considered for exemption and will have to submit Security Deposit as above, which shall be incorporated in the supply order in the event supply order is placed on the firm.

Note : In case of a vendor development tender / Trial tender, there is no exemption to any bidder from depositing security money.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should be mentioned on the Bank Guarantee.

2. Performance Bank Guarantee (GCC Clause 7)

- 2.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties, statutory levies and other costs and charges. The total landed value of the contract will be worked out in accordance with the stipulations indicated at clause -1.2 and 1.3 above.
- 2.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the format attached as Annexure-19, Sample Forms, Section-VII on a non-judicial stamp paper.
- 2.3 Deleted.
- 2.4 The Performance Bank Guarantee (s) may be submitted equipment-wise also. For these purpose, the value of each equipment will be worked out by dividing the total value of contract, worked out as per provisions contained in clauses 1.2 and 1.3 above, by the number of equipment ordered.
- 2.5 The PBG (s) shall remain valid till 3 months after the completion of 36 months period from the date of commissioning of all the equipment covered in the contract.
- 2.6 The Performance Bank Guarantee shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the particular equipment(s).
- 2.7 “The Bank Guarantees (BG) issued by Issuing bank on behalf of the supplier/s in favour of ‘Central Coalfields Ltd.’ shall be in paper form (Stamp Paper) as well as issued under

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“Structured Financial Messaging System”. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform are furnished below:-

Particulars of Beneficiary	Name	Central Coalfields Ltd
	Hqrs/Area	Hqrs/.....*
	Department	Materials Management
	Bank A/C No.	10106155123
	Customer_ID	80288731402
Particulars of Beneficiary's Bank	Name of Bank	State Bank of India
	Branch & Address	SME Branch, Doranda, Ranchi-834002
	SFMS/IFSC Code	SBIN0009620

Name of the Area to be indicated by concerned Area.

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to the Procurement Entity, Central Coalfields Ltd”

- 2.8 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment during 36 months period from the date of commissioning of the equipment and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. Release of PBG for each equipment may be done separately on satisfactory performance of the respective equipment as above.

- 2.9 Deleted.

3. Inspection and Test (GCC Clause 8)

- 3.1 Pursuant to Clause 8.1 of the GCC, details of specific inspections and/or tests to be carried out at the Supplier's works and/or at the Site(s) are given in Section VI, Technical Specifications.

- 3.2 Modify Clause 8.3 of the GCC to read as follows:

Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within twenty one (21) 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 twenty one (21) day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid in respect of Goods, and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

- 3.3 Add as Clause 8.6 to the GCC the following:

The Purchaser or its nominated representative shall have the right to conduct inspections or tests as set out in this Clause at any reasonable time.

The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, other than the one recommended by the Supplier, to conduct inspections and tests pursuant to the Contract.

4. Delivery and Documents (GCC Clause 10)

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4.1 Pursuant to GCC Clause 10.3:

(a) For Imported Goods:

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

- i. Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Three (3) 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/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. Copy of Performance Bank Guarantee as per format at Annexure-19, Sample Forms, Sec- VII;
- viii. Lowest Price Certificate as per SCC clause-8.2;
- 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).

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 despatch 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. Four (4) copies of the 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;
- v. Copy of Performance Bank Guarantee as per format at Annexure-19, Sample Forms, Sec-VII;
- vi. Lowest Price certificate as per SCC clause-8.2.

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

5. Incidental Services (GCC Clause 13)

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

(a) Erection, Testing and Commissioning

Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI).

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The supplier shall be responsible for the erection and commissioning within 30 days from the receipt of equipment at site. However, the purchaser will assist in providing necessary erection tools & tackles etc. and unskilled manpower for this purpose.

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

(b) Tools

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

(c) Manuals

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

(d) Training

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

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

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

6. Warranty (GCC Clause 15)

6.1 Substitute Clause 15.4 of the GCC by the following:

15.4 Upon receipt of such notice, the Supplier shall, within twenty one (21) days, replace or repair the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

6.2 Substitute Clause 15.5 of the GCC by the following:

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within twenty one (21) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7 Payment (GCC Clause 16)

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

7.2.1 **For Payment of Equipment and Supplementary Items for first 12 months of warranty period from the date of commissioning of the equipment in Indian Rupees:**

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- i) 80% value of each equipment and the accessories and 100% duties & taxes along with 100% transportation & Insurance charges will be paid within 21 days after delivery of the equipment and receipt and acceptance of performance bank guarantee. The equipment should be accompanied with relevant dispatch documents like Challan, Maker's Test Cum Inspection Certificate Warranty Certificate, Pre dispatch inspection certificate wherever applicable etc.
- ii) Balance 20% payment shall be made within 21 days of successful completion of erection testing, commissioning and final acceptance of the equipment (along with accessories) at site upon presentation of a certificate from the project Officer the effect that the equipment has been erected and commissioned to their entire satisfaction.

NO OTHER PAYMENT TERMS WILL BE ACCEPTED. No payment will be made for supply of incomplete equipment.

In case of ancillary units of CCL for ancillarised items, the ancillary payment terms will be applicable as per CCL norms and paying authority will be GM(Fin), CCL, HQ.

"Payments will be made through e-payments system only" Authorization of all payments through Electronic Fund transfer system/RTGS/CBS/Intra bank Transfer is to be furnished as per the prescribed format in Section VII, Annexure-"22"

7.2.2 For Payment of Supplementary items for next 24 months after the warranty period of 12 months from the date of commissioning of the equipment in Indian Rupees:

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

7.2.3 Submission of Documents for Payment in Indian Rupees for equipment

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

- a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Manufacturer's Test & Inspection Certificate.
- d. Manufacturer's Warranty /Guarantee Certificate
- e. Lowest Price Certificate as per SCC clause - 8.2.
- f. Copy of Performance Bank Guarantee as per Clause -2, SCC, Sec-IV.
- g. Confirmation of acceptance of PBG by CCL.
- h. Any other document(s) required as per contract.

7.2.4 Submission of Documents for Payment in Indian Rupees for supplementary items

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

- a. Four copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount.
- b. Receipted Challan/ Consignment Note of all the consignments.
- c. Lowest Price Certificate as per SCC clause - 8.2.
- d. Any other document(s) required as per contract.

7.3.1. For Payment of equipment and Supplementary Items 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

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acceptance of this PBG by CCL and receipted challan / consignment note of all the consignments, through unconfirmed, irrevocable letter of credit.

- iii) Balance 20% of the net CIF value will also be paid through same unconfirmed irrevocable, letter of credit shall be made within 21 days of successful completion of erection testing, commissioning and final acceptance of the equipment (along with accessories) at site upon presentation of a certificate from the project Officer the effect that the equipment has been erected and commissioned to their entire satisfaction. All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by CCL 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.

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 subsidiary company, where the equipment has been deployed.

7.3.2. For Payment of Supplementary items for next 24 months after the warranty period of 12 months from the date of commissioning of the equipment in foreign Currency

100% payment of the net CIF value after deducting Indian Agency Commission, if any from the CIF value will be made against submission of shipping documents and receipted challan / consignment note of all the consignments, through unconfirmed, irrevocable letter of credit. Letter of Credit shall be opened on receipt of intimation of the readiness of goods in the respective years of supply.

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

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

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

- a) Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount.
- b) Three (3) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading.
- c) Four (4) copies of packing list identifying contents of each package.
- d) Manufacturer's Warranty /Guarantee Certificate.
- e) Manufacturer's Test & Inspection Certificate.
- f) Lowest Price Certificate as per SCC clause - 8.2.
- g) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- h) Copy of Performance Bank Guarantee as per Clause -2, SCC, Sec-IV.
- i) Confirmation of acceptance of PBG by CCL.
- j) A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. -----(Indian Agent). This certificate will form a part of letter of credit.
- k) Goods Consignment note supported by Challans of all the consignments, duly receipted by consignee, with the certificate from supplier that all the consignments

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for commissioning of complete equipment have been delivered (required only for equipment).

- l) Deleted.
- m) Copy of Certificate of Insurance.
- n) Any other document(s) required as per contract

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

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

- a) Four (4) copies of the Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount.
- b) Three (3) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading.
- c) Four (4) copies of packing list identifying contents of each package.
- d) Lowest Price Certificate as per SCC clause - 8.2.
- e) Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country.
- f) A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than -----% of FOB value of the contract to M/s. -----(Indian Agent). This certificate will form a part of letter of credit.
- g) Goods Consignment note supported by Challans of all the consignments, duly receipted by consignee.
- h) Deleted.
- i) Copy of Certificate of Insurance.
- j) Any other document(s) required as per contract

7.4. **Payment for Indian Agency Commission**

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

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

- i) Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
- ii) Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
- iii) A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance (As per DGS&D Circular No. 12 dated 17th September 2009 under "Compulsory Enlistment scheme").

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

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

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

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

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

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

- (A) Copy of foreign principal's invoice.
- (B) Copy of bill of lading.
- (C) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.

- 7.5. In order to enable the purchaser to avail Input Tax Credit set off 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 Invoice (Credit available to CCL on this account) is less than the 'Input Tax Credit Amount' declared in the Price Bid, the differential amount between the two shall be 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.

7.6. **Paying Authority**

The Paying Authority shall be as follows :

General Manager (Finance),
Central Coalfields Limited,
Darbhanga House, Ranchi,
Jharkhand: 834001, India

8 **Prices (GCC Clause 17)**

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

8.2 **Lowest Price Certificate**

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

8.3 **Price Fall Clause**

The Bidder undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other

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Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

9. **Banned or De-listed suppliers**

The bidders would give a declaration that they have not been banned or de- listed by any Government or Quasi-Government agencies or PSUs in India. If a bidder has been banned by any Government or Quasi-Government agencies or PSU in India, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid may be liable for rejection.

10. **Distribution of Order**

There will be no distribution of orders.

11. **Purchaser's Right to Vary Quantities**

Tendered Quantity may vary by +/- 20% before opening of the Price Bid. Bidders should take this into consideration while submitting their offers. If the quantity to be ordered is larger than the tendered quantity, quantity discount will be asked from the Techno-Commercially acceptable bidders before opening of Price-Bid.

12. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

13. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to accept the tender in part and not in its entirety.

14. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the supply of store is to be executed.

15. **PURCHASE PREFERENCE:** Purchase preference if applicable may be allowed to central public sector undertakings/Government departments/Ancillary Industries/MSE, in line with extant Government of India/Central Vigilance Commission guidelines/procedures/CCL guidelines for Ancillary industries at the time of opening of price bid of the tender.

A. **PROVISION FOR MICRO AND SMALL ENTERPRISES:** The bidders are to indicate whether or not they are covered under the provision of Micro, Small and Medium enterprises Act' 2006 and registered with the authority of the State Government as micro or small enterprise, in the AFFIDAVIT (enclosed in Annexure '24').

Any MSE registered with District Industries (DIC) or Khadi & 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 Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME will get the benefits of Public Procurement Policy Order, 2012 and also in line with D.O.No.21(8)/2018-MA of Secretary, Ministry of MSME.

In case bidder is covered under the provisions of Micro and Small Enterprises; they have to upload the Scanned copy (self authenticated & attested by Public Notary) along with other confirmatory documents.

If such bidder fails to upload the requisite documents, their eligibility status will not change, but they will not get any benefit as per the provision of the above Act.

Micro and Small Enterprises (MSEs) registered with District Industries Centers or khadi and village Industries Commission or khadi and village Industries Board or Coir Board or

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National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries Corporation shall be entitled for Purchase Preference if the price quoted by the MSEs is within 15% of L-1 price (L-1 price means Landed Lowest price) quoted by bidder, for the tendered items for which they are the L-1.

Purchase preference shall be applicable for the 25% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L- 1 price. Out of this 25%, there will be minimum 3% reservation for women owned MSEs.

In case MSEs is the L-1 bidder for an item, order for 100% of the offered quantity shall be placed on MSEs firm.

However, if an MSE owned by SC/ST is within 15% of the L-1 price quoted by the L-1 bidder then 25% quantity shall be ordered on them at L-1 rate, subject to their acceptance.

In case L- 1 bidder is an enterprises other than MSEs then order for 25% of the tendered quantities shall be placed on MSEs firm whose price is within 15% of the L- 1 price and subject to their acceptance of L- 1 price.

In case more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other than MSEs then 25% of the tendered quantities shall be distributed proportionately between participating MSEs on their acceptance of L- 1 price.

In case more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 5% tendered quantities or say 20% of the 25% tendered quantity shall be procured from MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above.

In case of more than one MSEs is owned by SC or ST then 5% tendered quantities or say 20% of the 25% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above.”

B. PROVISION FOR ANCILLARY UNITS: The facilities / preferences for procurement of materials from the Ancillary units will be as per CCL's Ancillary policy prevailing at the time finalization of tender. The ancillary policy of CCL in respect of distribution of quantity will be followed wherever applicable.

C. PROVISION OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA POLICY): The provision of public procurement (Preference to Make in India) order 2017-- Revision Regarding, will apply to this tender as detailed in GoI order no. P-45021/2/2017-B.E.-II dated 29.05.2019 for giving preference to “Make in India” Products (Copy Enclosed as Annexure 25). 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.

- 16. NEGOTIATION AND DISTRIBUTION OF ORDERS:** There shall be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation, in order to arrive at an acceptable price. Wherever the quantity to be ordered is much more than L1 alone can supply, in such case the quantity ordered may be distributed as per the following procedure for procurement for items in respect of which the lowest tenderer has capacity constraint.

a. For Non RC items

When the distribution of quantities in NIT is not pre-disclosed, as the capacity of the L-1 firm may not be known in advance and the quantity to be ordered is far more than what L-1 alone is capable of supplying, L-1 Tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (landed) shall be counter offered to L-2 Tenderer and after their acceptance L-2 Tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 Tenderer, L-4

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Tenderer 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.

b. For RC items

For the rate contract items where the quantum of purchase is substantial and that the rate contract holders are to supply the materials to multiple location on as and when required basis rate contract other than L1 tenderer may also be considered at L1 price i.e. the L-1 price (Landed) shall be counter offered to the L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 tenderer, L-4 tenderer 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.

In such eventuality, while considering award of rate contracts to more than one firm, the DDO's shall be intimated the price status of rate contract holders in the tender and shall be instructed that the drawal against rate contract should be in fair, transparent and equitable manner.

GeneralManager(MM)

Section V - Schedule of Requirement

Schedule of Requirements:

Sl. No.	Specification parameter	Required Qty
1	<p>The Supplier is required to provide a complete package of Equipment for the supply of Diesel Driven RBH Drill 160mm,</p> <p>A.2: Supplementary Items: I. Comprehensive tool kit, which shall include any special tools required.</p> <p>A.2: Supplementary Items: II. First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment. However, this will not include fuel.</p> <p>A.2: Supplementary Items: III a). All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with consumable Spares and Consumables, wear materials including Ground Engaging Tools (GET) adequate, initially, for twelve (12) months operation and for first 3500 working hours with each machine.</p> <p>A.2: Supplementary Items: III b). All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.</p> <p>Erection ,Commissioning and Testing, Training, to coal mining projects. (NCD: 07 Nos) on replacement basis. & as mentioned in the detailed technical specifications</p>	07 (Seven) Nos. (NCD)
2	<p>Delivery Period for Equipment & Supplementary Items for 12 months warranty:</p> <p>For Domestic / Indian Bidder: Delivery Period: 02 (Two) Drills to be supplied within four (04) months and balance Drills @ 02 (Two) Drills each next month thereafter from the date of receipt of Supply Order. However, early supply is acceptable.</p> <p>For International / Foreign Bidder: Delivery Period: 02 (Two) Drills to be supplied within four (04) months and balance Drills @ 02 (Two) Drills each next month thereafter from the date of opening of Letter of Credit (LC). However, early supply is acceptable.</p> <p>Delivery Period for Supplementary Items for balance period of twenty four (24) months (beyond the warranty period of the equipment):</p> <p>For Domestic / Indian Bidder: The items shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment).</p> <p>For International / Foreign Bidder: Delivery Period: The items shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment).</p> <p>Delivery Terms</p> <p>A) In case of Import Order: On CIP (Final Place of Destination) basis.</p> <p>B) In case of Indigenous Order: On FOR Destination basis.</p> <p>QUALIFICATION CRITERIA: The bidder should be in a position to supply in specified delivery period atleast 50% of the total quantity/number for which the bids have been issued.</p>	
3	<p>Consignee:</p> <p>For NCD / Replacement : 07 Nos</p> <p>Area/Projects:</p> <p>Argada/Religarha(01); Kathara/Kathara(01); Kathara/Swang-Govindpur Phase II(02); NK/Purnnadih(01); NK/Rohini(01); Piparwar/Ashoka(01)</p>	

Section VI - Technical Specifications

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160 mm Diesel Driven RBH Drill**Technical Specifications****Preface - Instructions to Bidders****Introduction**

These Technical Specifications identify the technical requirements of the Goods and Services which are the subject of this Tender. The Technical Specifications are presented in following parts:

A. Scope of Supply**B. General Requirements**

- 1) Geography and Climatic Conditions
- 2) Goods (Equipment and Machinery)
- 3) Supervision of Erection and Commissioning
- 4) Standards
- 5) Bidder's/Supplier's Responsibility
- 6) Spare Parts Provisions
- 7) Performance Guarantee
- 8) Deemed Breakdown
- 9) Composite Warranty / Guarantee
- 10) Special Condition
- 11) Quality Assurance

C. Equipment Specifications**Conformity with Specifications**

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

Site Visits

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

4. Technical Response

Bidders shall provide a Clause-by-Clause conformity demonstrating compliance with the Purchaser's Technical Specifications together with full supporting technical literature, data sheets, Quality Assurance plan, test certificates, certificates from statutory bodies as applicable. The Equipment offered by Bidders will be evaluated technically based on the information presented in the bid without reference to extrinsic evidence.

Additionally Bidders shall provide the information specifically requested in the Attachment to the Technical Specifications.

Failure to provide any information requested in any part of this specification may deem the bid non-responsive.

Part - A.Scope of Supply

A.1 Equipment Package

The Supplier is required to provide a complete package of Equipment for the supply of Diesel Driven RBH 160 mm Drill, Accessories, Spare Parts, Training, Installation, Commissioning and Testing to coal mining projects.

The purchaser will make available to the Supplier, at no cost, agreed areas within the site(s) boundaries as may reasonably be required by the Supplier for the purposes of erecting the equipment and for storage of Goods and Supplier's plant, tools etc. pending acceptance. Security, protection, lighting and any other facilities required by the supplier in such areas shall be the responsibilities of the Supplier.

A.2 Supplementary Items

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

- a. Hydraulic pressure checking gauges of suitable range.
- b. Socket set with torque wrench of reputed make covering all sizes of high torque bolts.
- c. Dial Indicator Gauge with Magnetic base.
- d. Cartridge filter opening tool, if required.

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

II. First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment. However, this will not include fuel.

III. a) All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with consumable Spares and Consumables, wear materials including Ground Engaging Tools (GET) adequate, initially, for twelve (12) months operation and for first 3500 working hours with each machine.

b) All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.

A.3 Information and Drawings

At least one month before scheduled installation date, the Supplier shall provide for each equipment

A.3.A Suitably illustrated Printed copies of (i) Service/Shop Manual (ii) Parts Book and (iii) Operation & Maintenance Manuals for each type / model of equipment covering all Assemblies & Accessories, written in English language bound in book form.

- 1 Printed set to project/each project site and
- 1 Printed set preferably along with its soft copy in CD form, to GM (Excv) office CCL, Darbhanga House, Ranchi

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

The Supplier shall also submit the data identified in the specifications for major assemblies/items of Equipment proposed. The Supplier shall supply detailed Equipment's drawings illustrating major assemblies locations, foundation and placement for items such as prime mover, transmission, final drive, Centralised Lubrication System and other installations including layout for Auto Fire Detection & Suppression System which ever applicable for offered equipment as per the details required in Part C. In addition, the Power flow/ Power transmission schematic diagrams, Hydraulic, Electrical & Pneumatic circuit drawings (not the block diagram) as applicable should be given in the offer. All the installation & circuit drawings should be legible preferably printed on adequate size drawing sheet for easy reference, interpretation & evaluation.

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A.4 Erection/Assembly, Commissioning and Performance Testing

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

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

Suitable accommodation for the service personnel shall be provided during Installation, Erection/Assembly, Commissioning and Performance Testing as per availability at site on chargeable basis.

A.5 Training

The Supplier shall also be responsible to impart adequate and proper training necessary for operation and maintenance of the Equipment.

The supplier in consultation with the project in-charge / Staff Officer (Excavation) of the respective Area/site shall make available experienced personnel to conduct training of Engineers, Supervisors, Technicians and Operators for suitable period from the date of issue of acceptance certificate of the equipment. The training shall cover the following:

- A. Equipment Maintenance, Repair/Overhaul & Trouble-shooting aspects.
- B. Equipment operation and safety aspects.

Comprehensive training manuals with clear illustration shall be provided to each participant. The training courses shall be conducted in either English or Hindi languages as suitable to the site.

The Supplier shall also be responsible to provide any specialised training related to equipment free of cost at site, at any Training centre / Workshops of CCL and at OEM's Training Center/Factory as per the directive of GM(Excav), CCL during the warranty period of equipment.

Part - B. General Requirements

B.1 Geography and Climatic Conditions

Elevation

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

Climate

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

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

B.2 Goods (Equipment and Machinery)

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

In general, all items shall be:

- o New, unused and of the current design (incorporating latest proven features) and not likely to be discontinued or become obsolete in near future
- o Designed and constructed to handle without overload (with sufficient inbuilt factor of safety for mining industry duty cycle) and with highest reliability for the working hours stated, the maximum volumes/rates specified;
- o Designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts;
- o Designed to facilitate rapid changeover of consumable items. The component parts of all items shall, wherever possible, be selected from the standard ranges of reputable manufacturers.

The Equipment and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply.

Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently.

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

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

B.3 Supervision of Erection and Commissioning

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

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

The project shall provide Cranes and handling equipment as well as Semi-skilled/unskilled manpower generally required for the assembly of such machine at site. The general tools & tackles as well as special tools supplied with the equipment for commissioning, maintenance & repair of machine shall also be available to the supplier.

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

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B.4 Standards

The design, supply, erection, commissioning and testing of all equipment shall in all respects comply with the requirements of this specification and with appropriate current International & Indian standards indicated in Equipment Specification.

The Equipment shall also meet approval of the Statutory Government Authorities including Director General of Mines Safety (DGMS) having jurisdiction over the Equipment and its use.

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

B.5 Bidder's/Supplier's Responsibility

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

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

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

B.6 Spare Parts Provisions

B.6.1a Availability of Spare Parts.

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

The Bidder (indigenous or global) shall stock sufficient fast moving & maintenance spares as well as critical assemblies and their repair parts in their Local Depots to ensure maximum availability of their equipment during its life time. The bidders are required to give details of their existing local depots. Such bidders having no local depots presently shall furnish an undertaking that they shall immediately open a Local depot and shall stock aforesaid essential items for their offered equipment model in event of placement of order on them. In case of non-compliance, CCL shall be at liberty to de-bar them from any future tenders.

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

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

B.6.2 Provision of Spare Parts

B.6.2.1 Within the Contract Price, the Purchaser shall agree to purchase all operational, maintenance and standby/contingency spare parts, consumable items (except Battery and auto electrical) wear materials including Ground Engaging Tools (hereinafter collectively referred to as "Spare Parts and Consumables" unless the context requires otherwise) and maintenance tools & special tools, in accordance with the Supplier's recommendations for thirty six (36) months from the date of issue of the Acceptance Certificate.

Consumables shall not include oils, lubricants and fuels for the purpose of the guarantee but the supplier shall provide all necessary oils, lubricant, fuels for the purpose of commissioning the equipment and undertaking tests on completion of commissioning in accordance with the contract.

a. All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with consumable Spares and Consumables, wear materials including Ground Engaging Tools (GET) adequate, initially, for twelve (12) months operation and for first 3500 working hours with each machine.

b. Thereafter, All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6

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months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.

The bidders have to upload the list of (i) Spare parts & Consumables for warrantee period per equipment wise and (ii) Spare Parts and Consumables for balance 2 years beyond the warranty period of the equipment per year per equipment wise for full tendered quantity with techno-commercial bid.

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

B.6.2.3 In the event that the operation of the plant is inhibited or frustrated as a direct result of lack of Spare parts and Consumables pursuant to clause B.6.2.2 hereof, then the period referred to in clause B.6.2.1 hereof shall be extended by a period of not less than the period during which operation as aforesaid was inhibited or frustrated.

B.6.2.4 The supplier shall not be liable for the supply of additional Spare parts and Consumable, if these are required by reasons of unforeseen accidents, negligence or misuse on the part of the purchaser.

B.6.2.5 The assessment of the bidder of the Spare parts & Consumable requirements shall be based upon the expected working hours 3500 (three thousand five hundred) for the first year and 3000 (Three thousand) per year for the second & third year as defined in the Performance Guarantee Clause of Part C : Equipment Specification included as the attachment to the technical specification. However, Any shortfall in quantity of these spares and any other spares over and above the list submitted with offer during the period of 36 months or up to 9500 working hrs, shall have to be supplied by the supplier at free of cost. **Any shortfall in quantity of above items during the period of 36 months, if required beyond 9500 working hrs, shall have to be supplied by the supplier at extra cost.**

B.6.2.6 In the event that the spare parts and consumables, as recommended by the supplier are in excess of the actual requirements. The purchaser at its option:

1. Retain such excess spares and consumables as, in discretion, it may elect to do so.
2. Require the supplier to reprocess or repatriate or otherwise dispose off such excess spare parts in exchange for payment to the purchaser of the contract Price of the spare parts and consumables concerned. The purchaser shall notify the supplier, in writing of its requirement under the clause within thirty (30) day after completion of the contract period of 36 months.

B.6.3 Emergency Spare Parts

B.6.3.1 Emergency spare parts required by the purchaser to repair breakdowns shall be dispatched to the site by the supplier by the fastest, practicable means as directed from time to time by the purchaser.

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

B.6.4 Lifetime Spare Parts

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

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

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In any event, the Supplier shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from Taking-Over.

B.6.5 Oils, Lubricants and Fluids

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

B.6.6 General

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

B.7 Performance Guarantee

B.7.1 Introduction

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

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

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

B.7.2 Performance Guarantee

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

B.7.2.2 The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the *Part C*. The method of assessment applied shall be as follows:

Method of Assessment:

The following calculation shall determine the availability of the Equipment:

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

Scheduled Available Time shall equate to 24 hours.

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

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

It shall not however include:

- I. damage due to abusive use or incorrect operation methods by the Purchaser;
 - II. accidents;
 - III. strikes or stoppage of work by the Purchaser's personnel;
 - IV. natural disaster;
 - V. lack of Spare Parts not attributable to a failure of the Supplier, its Agents or Representatives.
- Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

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The Supplier shall state the number of *manpower* and hours per day required to carry out (a) and (b) above. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability. The average maintenance hours shall not be more than 2 hours per day. In case the site personnel of CCL are unable to carry out the daily maintenance in two hours, the supplier will train the project personnel to enable them carry out the normal routine maintenance within two hours everyday.

The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:

1. Providing normal and proper maintenance, including preventative maintenance in accordance with the Supplier's furnished standard/published recommendations, and making all necessary repairs using only genuine manufacturer's spares.
2. Providing co-operation to all Supplier's authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
3. Where appropriate, providing and maintaining such conditions as:
 - Proper electrical Supply
 - Terrain Area
 - Bench preparation
 - Reasonable floor conditions
4. Providing all Supplier's authorised representatives access at all reasonable times to the machine service and repair facilities.
Maintaining a logbook for each shift wherein the working hours, breakdown times, maintenance hours, idle time, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative.

B.7.3 Effect and Duration of Performance Guarantee

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

B.7.3.2 This Performance Guarantee shall remain effective for thirty six (36) months from the date of commissioning, irrespective of the hours operated by the Equipment during the period of the guarantee.

B.7.3.3 Compensation for not achieving Guaranteed Availability

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

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

If the availability of the Equipment falls by more than 10% of the guaranteed availability during the Warranty period. The purchaser will have the option to reject the equipment after levying 10% penalty and the manufacturer will have to replace the complete/part of equipment as applicable at their cost to meet the guaranteed %age availability”.

B.8 Deemed Breakdown

When the supplier is unable to supply the replacement of a failed part under warranty within 21 days of giving intimation by the consignee and if the machine is commissioned by using the spare from the stock of the project the period (after 21 days) till the supplier replaces the part under warranty shall be treated as “**Deemed Breakdown**” (the credit for keeping machine available shall not be given to the supplier).

B.9 Composite Warranty / Guarantee

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

- a) In accordance with the contract specifications.
- b) The equipment shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the accepted date of

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commissioning. Any defect arising observed on this account will have to be attended immediately. Any failed assembly/ sub assembly/ parts due to design, manufacturing or workmanship defect during this warranty period of 12 months shall be supplied by the supplier free of cost and shall not be drawn from the performance guarantee spares purchased by CCL.

- c) The supplier must ensure that there is no major breakdown due to manufacturing / design defects during the warranty period. In case such breakdown occurs the purchaser reserves the right to extend the warranty period suitably.

The warranty shall cover for total equipment so that ultimate/ comprehensive responsibility lies only with the Equipment Supplier although components may be supplied by different suppliers to the Bidder.

B.10 SPECIAL CONDITION :

The offered type & model of equipment shall have proven performance as per the Eligibility Criteria for proven supplier for at least one year completed on or before the date of opening of tender with same offered configurations, which means **The offered configuration of major assemblies/ subassemblies such as Engine, compressor Hydraulic System fitted on the quoted model of machine should be same as that of machine supplied in the past and have proven performance for at least one year completed on or before the date of opening of Tender.** The clear, legible & complete order copies along with all addendums/Annexures shall be submitted along with the offer or else the offer shall be treated as non-responsive. If demanded by CCL, the original order copy against proven-ness shall have to be shown for verification. The onus of providing necessary proof documentarily that all offered major assemblies make & models are exactly same lies on the bidder.

B.10.1 Bidder to upload as a separate attachment scanned attachment scanned copies (ink signed and stamped by the Original Equipment Manufacturer) of supply orders with all addendums/Annexures received by them for establishing proven status. In case they are unable to provide the same due to confidentiality laws of particular country, a scanned copy of such laws is to be enclosed along with the offer for claiming exemption from submitting the supply order/contract copies and in such cases the bidder has to enclose a Customers List for the quoted Model of Equipment duly signed by the Original Equipment Manufacturer, clearly indicating the Customer Name & Address, Contract No. & date. Machine Sl. No., date of commissioning, guaranteed annual availability as per the performance guarantee clause of the supply order/ contract and actual achieved annual availability, for minimum 01 year from the date of commissioning, for each equipment supplied – SUBMITTED IN PROVENNESS DOCUMENT.

B.10.2 Bidder to upload as a separate attachment a scanned authenticated copies of performance report duly ink signed, conforming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 05 years, as on the date of opening of the Tender) and the desired parameters of performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their provenness for the quoted Model of Equipment – SUBMITTED IN PROVENNESS DOCUMENT.

B.10.3 Bidder to upload as a separate attachment a scanned authenticated copies of self-certification duly ink signed, confirming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 05 years, as on the date of opening of the Tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their provenness for the quoted Model of Equipment – SUBMITTED IN PROVENNESS DOCUMENT.

B.11 Quality Assurance

- B.11.1 The Supplier shall furnish legible (preferably printed) Quality Assurance Plan (QAP) details for various stages of manufacture duly authenticated by the Authorised Quality department personnel. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9001 or latest.

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- B.11.2 The Supplier shall provide facilities to Purchaser or their authorised representatives for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control, both for bought out items and his own manufactured items.
- B.11.3 The Purchaser or his agent, when so required by him, shall also be provided with samples of “bought-out” materials for the purposes of undertaking independent tests which independent tests shall be at the expense of the Purchaser.

Part C: Equipment Specification

1. Scope of Specification

This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of a self-contained, self-propelled, crawler mounted, 160 mm diesel driven, rotary blast hole drill.

2. References : The following International Standards are referred to in, and form part of, the Specification.

ISO 2867:	Earth-moving machinery - Access System
ISO 3449:	Earth-moving machinery - Falling-object protective structures - Laboratory tests and performance requirements.
ISO 3457:	Earth-moving machinery - Guards and shields - Definitions and Specifications
ISO 6014:	Earth-moving machinery - Determination of ground speed
ISO6405-1:	Earth-moving machinery - Symbols for operator controls and other displays - Part I : Common symbols
ISO6405-2:	Earth-moving machinery - Symbols for operator controls and other displays - Part II : Specific symbols for machines equipment and accessories
ISO 6747:	Earth-moving machinery - Tractors - Terminology and commercial specifications
ISO 6750:	Earth-moving machinery - Operation and maintenance - Format and content of manuals
ISO 9249:	Earth-moving machinery - Engine test code - Net power

- Compliance of content of DGMS Notification Dt.1.10.2018 regarding safety features and devices to be provided in HEMM

3. Design Criteria:

The drill shall be capable of operation for protracted periods on a system of 3 shifts each of 8 hrs duration per day throughout the year in hard, highly abrasive sandstone/ rock.

The drill shall be suitable for drilling hole of 160 mm diameter with rod length of not less than 7.62 meter and the total drilling depth capacity of minimum 3 rod drilling.

The major assemblies and subassemblies must be located to provide proper weight distribution in such a manner so that the center of gravity of the machine, with the mast both up and down, falls well within the machine to ensure stability during drilling and traveling up and down gradients. The total working weight of the machine should not be less than twice the pull down force.

4. Technical Specification

4.1 Diesel Engine

The drill shall be powered by a direct injection, 4-stroke diesel engine of not less than 200 kW net power measured between 1700 and 2000 r/min. The engine shall be provided with 24V electric starting, dry type 2-stage air-cleaner with dust evacuator and dust level indicator and 2-stage fuel filter with water separator.

The engine shall have a water jacket cooling system, thermostatically controlled, using an engine driven coolant pump, with the coolant re-circulated through a heavy duty radiator. The system shall be capable of providing sufficient cooling to allow the drill to continuously operate at the full rated output at the maximum ambient temperature.

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

The engine shall be equipped with an over-speed governor.

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4.2 Hydraulics

The hydraulics should be powered through the diesel engine for operating (where applicable) propel, feed, rotation, levelling jacks, mast articulation, utility hoists, breakout wrench, etc. The hydraulic pumps, motors and cylinders should be field proven and have suitable ratings with in-built protection from surge, cavitation, loss of oil due to hose leakage, burst, etc. As far as practicable reputable single make pumps, motors, cylinders and valves, etc. shall be used in the machine.

A suitable system shall be provided for effective cooling of the hydraulic oil to improve the life of hydraulic components.

The bidder shall fully describe each component of the hydraulic system.

4.3 Hoses

All hoses shall be grouped as far as possible and suitably clipped to lessen damage from scuffing. Any hydraulic hoses located within the operator's cab should be guarded sufficiently to deflect fluid under pressure, should a leak develop. Hoses shall be Fire resistant / Fire retarded near hot zone.

4.4 Mast

The mast should be a rugged structural steel construction of suitable length to accommodate rotary head, its suitable guide and other related accessories to ensure single pass capacity of not less than 7.62 meter of 160 mm hole diameter. Raising and lowering of the entire mast shall be accomplished hydraulically with safety check valve/s to prevent the mast from falling in the event of power or hose failure. Raising and lowering of the mast should be possible with all the specified number of drill rods stored in the rack.

A mechanical lock shall be provided to hold the mast securely in the vertical drilling position. Mast hinge and hydraulic cylinder mounting points should have adequate lubrication to ensure easy movement of the mast.

A ladder, safety belt with fall arrester which automatically locks & prevents working personnel from falling from top of the mast & guiding system shall be provided for climbing on the mast/tower.

All the bidders shall give the GA drawing of the mast with Dimensions. The reason for changing the dimension (if any) of the mast from the earlier supplies will be elaborated by the bidder.

4.5 Rotary Head

Rotation should be accomplished by a suitably designed hydraulic motor/motors, with infinitely variable speed range from 0-90 r/min. The available torque should not be less than 3,217 Nm. A suitable arrangement should be provided to reduce shock loads and protect drill rod threads.

4.6 Feed

The Drill shall have proven feed system through suitably designed hydraulic motor/motors/ cylinders with the provision of automatic feed. The pull-down force shall be not less than 13,600 kg. The feed rate i.e. free rotary head travel rate at peak power should not be less than 12 m/min.

A direct reading pressure gauge, with vibration proof mounting, shall be provided to measure the pull-down force.

4.7 Drilling Rods

The outside diameter of the drill rod should be not less than 127 mm. The wall thickness of the rods should not be less than 9.5mm.

The drill rods should preferably be provided with BECO threads and hexagonal / square head slot at rod ends for screwing and unscrewing arrangement.

The hoisting of drill rods should be achieved through a suitably designed system with sufficient hoisting capacity for efficient operation of the machine. The drill should also have a suitable drill stem loader for easy transfer of rods.

The drill shall be supplied with minimum three-rods holding capacity of carousel and suitable locking arrangement, one rod is fitted with rotary head and two rods placed in carousel.

The drill shall be provided with suitable hydraulically operated Stem wrench along with hydraulic Power breakout wrench for easy/smooth breaking of tool joints and the operator should be able to make and break the drill rod joint single handedly through operation of cabin control levers without requiring any additional assistance.

4.8 Levelling Jacks

The drill shall be provided with suitable hydraulic levelling jacks and a spirit level in the operator's cab for quick levelling of the machine. The jacks shall be provided with safety check valves.

4.9 Undercarriage

The undercarriage shall be heavy duty and of sufficient strength to withstand the high loads which may occur due to uneven ground conditions. The undercarriage shall be with an adequate quantity of supporting track and carrier rollers each side and provided with a track of suitable length and width to ensure that the ground bearing pressure does not exceed 100kPa +10%. It shall be of welded construction and stress relieved as required. Proper track tensioning arrangement shall be provided. The sprocket should be a single piece type. Rollers and idlers should be life time lubricated. The machine shall be provided with a tow-bar. The make of undercarriage and calculation of ground bearing pressure to be specified.

4.10 Propel

An independent hydraulic motor direct driven propel system driving the track sprocket shall be provided with in-built fail safe braking arrangement system. The drive system shall allow the machine to be towed. The braking system shall be so designed that it is able to stop the drill under all travelling conditions

4.11 Compressor

The drill shall be fitted with a proven quality screw type compressor of capacity not less than 17 m³/min free-air at a minimum pressure of 689kPa.

The compressor should be equipped with un-loader control system and proper lubrication/cooling system. & system should have two stage air filtration and shall be provided with higher capacity pre-filter. It should also have pressure gauge, safety valve for discharge lines and oil level indicator. The compressor oil filter clogging indicator shall be provided. High air discharge temperature switch shall be provided.

A suitable Air Receiver tank equipped with Oil Separator Safety Valve & Blow-down Valve shall be provided.

4.12 Filters

The filtration system for the compressor and hydraulic system must be so designed that the rated life of compressor and hydraulic components can be obtained, considering the dusty mine environment / conditions in which the drill will have to work. All compressor & hydraulic Filters shall be fitted with filters clogging indicator. The absolute micron rating of hydraulic and compressor filters should be as per the respective system design specifications but preferably be not more than 10 micron at a minimum beta ratio of 75. The filter sizing, flow capacity and dirt holding capacity should be adequate enough to provide long filter change frequency.

All filters for the compressor and hydraulic system must be so designed that the rated life of compressor and hydraulic components can be obtained, considering the specified dusty duty conditions in which the drill will have to work.

4.13 Machinery Deck

The machinery deck shall be made of steel sheeting supported by a steel structure and shall cover the engine, compressor and drive system. It shall be designed to give ready and safe access to personnel and equipment for maintenance.

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

The space in and around the major assemblies housed in the machinery deck be sufficient to give ready and safe access to personnel and tools & tackles for maintenance.

4.14 Dust Suppression System

A suitable Wet type Dust Suppression System shall be provided. The system shall consist of a high pressure vessel/water tank and ventury/nozzle arrangement powered by a static air pressure received from reservoir. The input air flowing to the vessel/water tank shall be controlled through the control valve from operator's cabin. Air pressure applied in the vessel/water tank shall pressurize the water to flow out of the tank. The water shall flow through a strainer and a waterline control valve into air stream to suppress the dust generated during drilling.

The water tank shall be provided with a fill ball valve, Level gauges and a Pop safety valve with a capacity of not less than 500 liters.

Air piping assembly shall have a ventury type feeder with a micrometer needle valve for fine control of water fed into the air stream, based on the formation and level of dust generated.

4.15 Automatic Lubrication System

The drill shall be provided with a suitable reputed make centralized, automatic lubrication system shall be provided to service all lubrication points on the machine. automatic lubrication system complete in all respect consisting of high pressure greasing pump, solenoid valve and electronic timer etc. for lubricating the non moving greasing points covering lubrication points for under deck. All lubrication lines and injectors shall be protected from damage. Location of all injectors shall be such that these can be conveniently inspected and repaired. Warning alarm, fault level indications etc. for monitoring the same to be provided inside the operator's cabin. Flexible lines shall only be used where there is relative movement between parts and for final connection to movable components. Steel piping shall be used for long runs and shall terminate in steel junction blocks to prevent disturbance to steel piping when flexible hoses are replaced.

Lubricants recommended shall be of reputed make with Indian equivalent.

4.16 Operator's Cabin A lockable fully insulated, safety glass sound suppressed operator's cabin of sufficient size with an integral FOPS which complies with ISO 3449 shall be provided.

The cabin shall be pressurized to prevent dust entry and equipped with heavy duty vibration resistant automatic Air conditioning system containing environmentally safe refrigerant and with suitable number of stages & vents and capable of maintaining comfort temperature & relative humidity in specified operating ambient condition of mines.

Adequate fluorescent/LED cabin lighting and a sufficient capacity cooling fan for sensible cooling, a blower type heater shall be also be provided in the cabin.

All controls shall be positioned for safe and convenient operation from the operator's seat. All controls, gauges and meters shall be clearly and permanently marked with easily recognisable symbols. Heavy-duty rubber floor mats shall also be provided. All doors, windows and vents shall have dust and weather proof seals. The operator's seat shall be a fully adjustable bucket type with foam rubber cushion and best quality upholstery. A suitable seat belt shall be provided.

One emergency push button in the operators cabin, main frame, propeller pendent and rear end to stop the machine in case of any emergency. DGMS approved type, Audio visual alarm shall be provided in the equipment.

4.17 Electrical Equipment

The drill shall be provided with the following:

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

All electrical circuits shall be protected by adequately rated fuses or MCCB which shall be easily accessible for maintenance. At least two spare fuses of each size shall be provided in each fuse box. A ground-level battery disconnect switch shall be provided. All electrical connectors shall be sealed to suppress entry of dust and moisture.

4.18 Lighting

Adequate flood lighting and illumination at strategic points both outside and inside of the machine shall be provided for visual observation and night shift operation.

4.19 Guards and Shields

Adequate guards and shields which comply with ISO 3457 shall be provided throughout the drill.

4.20 Fire extinguisher and Automatic Fire Detection & Suppression System

The materials and chemicals to be used in all the fire extinguisher and automatic fire detection and suppression system to be supplied with equipment must be of a type and make conforming to DGMS Circular:

DGMS(approval) Circular No. 02 Dated 08.07.2013.

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4.20.1 Fire extinguisher

Minimum two number of fire extinguisher shall be provided at strategic point on the Drill, suitably mounted in a heavy-duty bracket with ease of dismounting. The extinguisher shall be of dry powder (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian standard IS 15683:2006

4.20.2 Automatic Fire Detection and Suppression System

A suitable automatic fire detection and suppression system of reputed manufacturer (indigenous or imported) conforming to DGMS Circular: DGMS(approval) Circular No. 02 Dated 08.07.2013 shall be provided. The system shall be suitably designed to have dedicated set of nozzles for different fire hazard zones such as Engine, Hydraulics System, Fuel etc. and shall operate automatically only to the zone having fire sensed by detection mechanism so as to have better efficacy of the offered AFDSS. The system shall have provision of actuating it manually. The system shall provide checkup/testing/inspection of system functionality without operating the nozzles of the system.

5. Safety Features and appliances

- i) Approved type of Dust Prevention or Suppression System.
- ii) Each moving part of the machinery shall be guarded/ fenced and also ensure its effectiveness all the time.
- iii) Propel interlock (an electric interlock between drilling and propel operation)
- iv) High air discharge switch
- v) Low lube oil pressure switch
- vi) Non Bump Circuit
- vii) Tower lock and lock check valve
- viii) Propel joy stick spring loaded type to return to neutral (Dead man safety)
- ix) Disc brake and brake valve and its testing parameters
- x) Lock check valve for preventing creeping in drill
- xi) Seat belt
- xii) Fire resistant hydraulic hoses and wiring near hot zone
- xiii) Turbocharger guard
- xiv) Oil stop valve in compressor lubrication line (electric solenoid valve or pneumatic valve operated).

6. Additional Equipment

The following shall be supplied with the drill:

- a) 160 mm steel tooth rock roller drill bits 2 (two) nos.
- b) Tow Bar
- c) Workbench fitted with vice and tool chest at suitable location.
- d) Rotary deck bushing or centralizer bushing with two rows of Chrome Molybdenum ball/roller bearing races with anti-rotation slots shall be provided for smooth movement of drill rod.

7. Special Guarantees

The following guarantee will apply for the different components

- i) Complete engine system - 24 months or 6000 hours (whichever is earlier).
In case of failure of engine system within 6000 hrs. , the failed components of the engine system will have to be replaced / repaired depending on the merit of the case, free of cost by the supplier

In case of failure of engine system beyond 6000 hrs. the system will have to be replaced on pro-rata payment basis taking the life of the engine system as 7550 W/hrs.
- ii) Undercarriage - 24 months or 5000 hrs. (whichever is earlier)
- iii) Automatic Lubrication System - 24 months or 5000 W/hours whichever is earlier.
- iv) Dust Control System - 24 months or 5000 W/hours whichever is earlier.
- v) Electrical Items - 6 months or 1000 hrs. (whichever is earlier)
- vi) Engine Hour Meter - 12 months or 3000 hrs. (whichever is earlier)
- vii) Drill Rods : 12 months or 15000 meterage of drilling whichever is earlier from the date of acceptance.

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In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser

8. Performance Guarantee

In accordance with the provisions of clause B.6.2.5 of the technical specifications, the maximum scheduled working hour of the equipment is 3500 (Three thousand five hundred) for the first year and 3000 (Three thousand) per year for the second & third year.

In accordance with the provisions of clauses B.7.2.2 and B.7.3.2 of the Technical Specifications, the Supplier shall guarantee that the availability of the equipment shall be not less than **83% (Eighty Three per cent) for a period of 36 months from the accepted date of commissioning measured over each twelve (12) month period.**

9. Equipment Acceptance :

The equipment ordered will be finally accepted subject to the supplier demonstrating to the purchaser or its authorized representative (may be third party) that the equipment when tested as indicated below meets the performance data provided by the supplier. A detrimental deviation of up to 2.5% will be accepted.

- a. Hourly Diesel Consumption: To be tested at site on 30 (thirty) operating days average immediately after commissioning under operating conditions as stated in the ITB (Information to be provided by the Bidder). The equipment may be operated at the supplier's discretion either by the supplier's personnel or by the Purchaser's personnel who are to be authorized by the supplier.
- b. Cycle Time: To be tested at site after commissioning under operating conditions as stated in the ITB. The equipment may be operated at the Supplier's discretion either by the supplier's personnel (who are to be deployed for training) or by the Purchaser's personnel who are to be authorized by the supplier.
- c. Rotational Performance and Pull down Performance: To be tested at Works or at Project site(s) - to be mutually decided at the final stage of order.

10. Information To Be Provided By The Bidder

The bidder shall furnish the following information, which will be used for the assessment of bids and as guaranteed technical particulars in any subsequent contract. All technical information shall be in SI units.

10.1 General

- a) Number of offered type & model fitted with same offered configuration supplied during the last five years. The information shall be given in the following format and in the order of most recent first.

Company Name	Mine Name	Mine Location	Mine Type	No. of Machines	Model	Commission Date

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

Major Depot/Warehouse			Service Facility		
Location	Contact Numbers	Inventory Value (Approx.)	Location	Type of Facility available	No. of *Engineers

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

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

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10.2 Technical Details

The following technical details of the offered equipment must be provided by the bidder failing which the offer shall be considered non-responsive.

- a) Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to ISO 9249 with test bed data from manufacturer of Engine or OEM..
- b) Detailed technical descriptions covering technical specifications of all systems of the offered drill.
- c) Layout drawings and detailed descriptions of all machinery including method of power transmission, mounting details and method of alignment.
- d) Performance curves for all motions.
- e) Calculations and drawings verifying the drilling capacity of single pass & total drilling depth.
- f) Layout drawings and complete hydraulic and air circuit with detailed descriptions of all components.
- g) Details of major bought-out assemblies and sub-assemblies incl. manufacture's address, types, model etc.
- h) Details and layout of automatic centralised lubrication system giving model of pump & its specification, capacity of reservoir, electrical control/ relay, detailed specification & number of injectors/ lubrication points and warning alarm.
- i) Details of all air receivers which shall be fitted with a safety valve and air gauge which shows pressure in excess of the atmospheric pressure and to confirm certification of Hydraulic Test at a pressure at-least one and half times the maximum permissible working pressure and date of test to be embossed on air receiver.
- j) Test Certificate of Fire Extinguisher - An 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
- k) Details & layout of Automatic Fire Detection and Suppression System, make , model, number & type of nozzles/fire hazard points covered and confirmation in line with DGMS circular no.2 dated: 08th July 2013
- l) Comprehensive commercial literature specifications.
- m) Operation and maintenance manuals.
- n) Detail list of all types of lubricants, their grades, Change period with Component wise System capacity and tank/sump capacity. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier.

10.3 Dimensions, Weights and Performance Details

10.3.1 Working Range

- a) Hole size range (mm)
- b) Drilling Depth - Single pass (m)
- c) Total Drilling Depth (m)

10.3.2 Performance

- a) Pull-down capacity (kg)
- b) Bit load at peak power (kg)
- c) Feed rate at peak power (m/s)
- d) Hoisting capacity (kg)
- e) Hoisting speed (m/s)
- f) Maximum Rotary Motor Torque (Nm)
- g) Rotational Torque @ peak power (Nm)
- h) Rotational Speed @ Peak Power (rpm)
- i) Rotational Speed range (rpm)
- j) Bailing velocity (m/s) for 160mm drill hole
- k) Maximum propel speed (kg)

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- l) Gradeability
 - Mast raised
 - Mast lowered

10.3.3. Machine Weights

- a) Construction
- b) Operating

10.3.4 Basic Dimensions

- a) Length
 - Mast raised
 - Mast lowered
- b) Width
- c) Height
 - Mast raised
 - Mast lowered
- d) Mast length

10.3.5 Engine

- a) Manufacturer and model
- b) Number of cylinders
- c) Bore (mm)
- d) Stroke (mm)
- e) Displacement (m³)
- f) Net power at.....r/min
- g) Maximum torque at.....r/min
- h) Specific Fuel Consumption @ rated power

10.3.6 Hydraulic System

- a) Make, model, number, flow rates and operating pressures of pumps
- b) Make, model, number and ratings of motors
- c) Make, model, number, piston diameters and stroke lengths of cylinders
- d) Relief valve operating pressures
- e) Oil quantity in system and tank
- f) Filtration system type

10.3.7 Carousal

- a) Number of Rods
- b) Rod Length (m)
- c) Rod Diameter (mm)
- d) Rod Wall Thickness (mm)

10.3.8 Feed

- a) Type, make & model of feed chain (if applicable)
- b) Feed Rate (m/s)

10.3.9 Rotary Head

- a) Motor (s)
- b) Type, Make & Model
- c) No., Total HP & RPM
- d) Max. Rotational Torque
- e) Rotational Speed @ Peak Power
- f) Rotational Speed Range
- g) Gear Box
 - Type, Make & Model
 - Gear Ratio

10.3.10 Description of Dust Suppression System.

10.3.11 Levelling Jacks

- a) Rear jacks - Make, model, number, stroke and piston diameter
- b) Front jacks - Make, model, number, stroke and piston diameter
- c) Pad diameter - Front and rear

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10.3.12 Tracks

- a) Make of undercarriage
- b) Width & Length
- c) Number of bottom rollers
- d) Number of carrier rollers
- e) Ground bearing pressure
- f) Track link pitch
- g) Centre distance between sprocket and idler

10.3.13 Compressor

- a) Manufacturer and model
- b) Discharge rate (m^3/min)
- c) FAD Pressure (kPa)

10.3.14 Electrical System

- a) Starter make, model and rating
- b) Starter control make and model
- c) Alternator make, model and rating
- d) Batteries, numbers and rating (Make, Model, Number & Ah or CCA rating)
- e) Lighting details (Location, Type, Numbers & Rating)

10.3.15 Details of Automatic lubrication system

- a) Manufacturer and model
- b) Discharge rate (m^3/min)
- c) Pressure (kPa)
- d) Reservoir Capacity
- e) Number of nozzles/ lubrication points
- f) Location of nozzles

10.3.16 Drilling Cycle (Based upon a cycle of drilling ten 20 m holes)

- a) Start-up time
- b) Drilling Time
- c) Tramming Time
- d) Fuel Consumption ltr/hr

10.3.17 General

- a). Details, number and location of fire extinguisher
- b). Make Model and Operating range of all gauges/ indicators
- c). Make Model of all Warning Alarms

Section VII - Sample Forms

Annexure-1**Letter of Bid**

To
Central Coalfields Limited,
Darbhanga House,
Ranchi, Jharkhand-834001
India

Dear Sirs,

Sub: Tender No. CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20
Tender ID: 2020_CCL_160943_1

1. Having examined the Bid Documents including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s offer to supply and deliver (description of Goods and Services) vide our offer No.....datedin conformity with the said Bid Documents.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.
3. We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted alongwith the tender are genuine, authentic, true and valid.
8. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Dated this _____ day of _____ 20--

Signature _____

Name _____

Designation _____

Duly Authorised to sign bid for and on behalf of _____

Note:

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be submitted by the Bidder with its bid alongwith Power of Attorney.
2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non- judicial stamp paper duly notarized (as per Annexure-2) by the person signing the LOB in favour of person bidding online, is required to be uploaded.

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Annexure – 2**Format for Authorisation to DSC holder Bidding Online by the person who has signed
Letter of Bid****(On NON JUDICIAL STAMP PAPER)**

We do hereby authorise M/s/Mr/..... Address
..... for online bidding on behalf of us for the e-tenders invited
by CCL on www.coalindiatenders.nic.in .

Name, Signature & Seal of the person who has signed Letter of Bid
And is Authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

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Annexure-3**Details of Bidder**

Sl	Detail sought	To be filled by bidder
1	Offer No. & Date	
2	Name of the Bidder	
3	Registered office address of the Bidder	
4	Phone /fax/email id of registered office of the Bidder	
5	Name & Full Address of Manufacturer (If bidder is an agent)	
6	The sub-clause against which claimed to be qualified as eligible bidder	
7	Full Address of Factory of Manufacturer	
8	Phone /fax/email id of factory	
9	Details of location from where the materials are supplied. (Complete address and Phone nos.)	
10	Country of Origin of the offered materials.	
11	Name & designation of person signing LOB	
12	Phone /Cell no/email id of person signing LOB	
13	Nature of company (PSU/Joint venture/Private/others)	
14	Ownership details of the bidder's firm (Proprietorship / Partnership/ Joint stock co/others)	
15	Name and address of the Owners/Board of directors	
16	IT Permanent Account Number (PAN)	
17	GST Regn. No.	
18	Details of any other charges or levies filled in price bid (BOQ)	
19	MSEs to provide UAM (Udyog Aadhar Memorandum) (All pages of UAM to be uploaded by the MSE bidder) (Mandatory to avail benefits as per PP policy of MSE's order 2012.)	
20	Are you debarred by any procuring authority for violation of Public Procurement (Preference to make in India) circulated vide CIL's letter no. CIL/C2D/Purchase Manual/2019/590 dated 28.08.2019 (Enclosed as Annexure 25)	YES/ NO If Yes, kindly give the full details of debarring.

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

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Manufacturer's Authorization Form

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

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

Dear Sir

Sub: Tender No. CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20;
Tender ID: 2020_CCL_160943_1

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

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

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

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

(Signature)

(Name)

(Designation)

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

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 authorisation is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata / Ranchi 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 alongwith its bid.**

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For Annexure- 5 to 9 & 10 to 14, (please refer BOQ)

Annexure-5

Bidding Firm: _____ Bidder's Name: _____ Bidder's Address: _____ Control No.: EOLW-2019-000000 Date Released: 10/09/19-20																					
Name of the Bidder: _____ Bidding Firm: _____ Company: _____																					
PLEASE ENTER BIDDER'S NAME AT CELL B6 IN BIDDY SHEET																					
For Equipment																					
Sl. No.	Item Description	Is two-bids Price? (Yes/No)	Discount, if any	Bidders Price (Discounted)	HSN CODE of the item	GST IN TAX (IGST & CGST)		Bidders Price (Discounted) IGST (IGST & CGST)	Bidders Price (Discounted) CGST (IGST & CGST)	Any other applicable taxes, rates, cess, which attract Input Tax Credit	Packing & Forwarding charges Distribution*	Freight Charges Input Tax Distribution*	Taxes/Insurance Charges Input Distribution*	Installation & Commissioning Charges	Training charges	Any Other charges, if any	IGST Rate on P&F Charges, Training & Any other charges (including Input Tax Credit)	Net Landed Price - Yes/No (Net landed price after deducting Input Tax Credit)	Net Landed Price - Yes/No (Net landed price after deducting Input Tax Credit)	Net Landed Price - Yes/No (Net landed price after deducting Input Tax Credit)	TOTAL AMOUNT IN Rupees
						CGST/ Opex for Corporation Taxes	IGST (IGST & CGST) Rate in %														
1	2	3	4	5=2+4	6A	6	7	8=7*7	9=7*18	10	11*	12	13A	13B	13	14	15A	15	16=(12+13A+13B+13C+13D+13E+13F+13G+13H+13I+13J+13K+13L+13M+13N+13O+13P+13Q+13R+13S+13T+13U+13V+13W+13X+13Y+13Z+13AA+13AB+13AC+13AD+13AE+13AF+13AG+13AH+13AI+13AJ+13AK+13AL+13AM+13AN+13AO+13AP+13AQ+13AR+13AS+13AT+13AU+13AV+13AW+13AX+13AY+13AZ+13BA+13BB+13BC+13BD+13BE+13BF+13BG+13BH+13BI+13BJ+13BK+13BL+13BM+13BN+13BO+13BP+13BQ+13BR+13BS+13BT+13BU+13BV+13BW+13BX+13BY+13BZ+13CA+13CB+13CC+13CD+13CE+13CF+13CG+13CH+13CI+13CJ+13CK+13CL+13CM+13CN+13CO+13CP+13CQ+13CR+13CS+13CT+13CU+13CV+13CW+13CX+13CY+13CZ+13DA+13DB+13DC+13DD+13DE+13DF+13DG+13DH+13DI+13DJ+13DK+13DL+13DM+13DN+13DO+13DP+13DQ+13DR+13DS+13DT+13DU+13DV+13DW+13DX+13DY+13DZ+13EA+13EB+13EC+13ED+13EE+13EF+13EG+13EH+13EI+13EJ+13EK+13EL+13EM+13EN+13EO+13EP+13EQ+13ER+13ES+13ET+13EU+13EV+13EW+13EX+13EY+13EZ+13FA+13FB+13FC+13FD+13FE+13FF+13FG+13FH+13FI+13FJ+13FK+13FL+13FM+13FN+13FO+13FP+13FQ+13FR+13FS+13FT+13FU+13FV+13FW+13FX+13FY+13FZ+13GA+13GB+13GC+13GD+13GE+13GF+13GG+13GH+13GI+13GJ+13GK+13GL+13GM+13GN+13GO+13GP+13GQ+13GR+13GS+13GT+13GU+13GV+13GW+13GX+13GY+13GZ+13HA+13HB+13HC+13HD+13HE+13HF+13HG+13HH+13HI+13HJ+13HK+13HL+13HM+13HN+13HO+13HP+13HQ+13HR+13HS+13HT+13HU+13HV+13HW+13HX+13HY+13HZ+13IA+13IB+13IC+13ID+13IE+13IF+13IG+13IH+13II+13IJ+13IK+13IL+13IM+13IN+13IO+13IP+13IQ+13IR+13IS+13IT+13IU+13IV+13IW+13IX+13IY+13IZ+13JA+13JB+13JC+13JD+13JE+13JF+13JG+13JH+13JI+13JJ+13JK+13JL+13JM+13JN+13JO+13JP+13JQ+13JR+13JS+13JT+13JU+13JV+13JW+13JX+13JY+13JZ+13KA+13KB+13KC+13KD+13KE+13KF+13KG+13KH+13KI+13KJ+13KK+13KL+13KM+13KN+13KO+13KP+13KQ+13KR+13KS+13KT+13KU+13KV+13KW+13KX+13KY+13KZ+13LA+13LB+13LC+13LD+13LE+13LF+13LG+13LH+13LI+13LJ+13LK+13LM+13LN+13LO+13LP+13LQ+13LR+13LS+13LT+13LU+13LV+13LW+13LX+13LY+13LZ+13MA+13MB+13MC+13MD+13ME+13MF+13MG+13MH+13MI+13MJ+13MK+13ML+13MN+13MO+13MP+13MQ+13MR+13MS+13MT+13MU+13MV+13MW+13MX+13MY+13MZ+13NA+13NB+13NC+13ND+13NE+13NF+13NG+13NH+13NI+13NJ+13NK+13NL+13NM+13NO+13NP+13NQ+13NR+13NS+13NT+13NU+13NV+13NW+13NX+13NY+13NZ+13OA+13OB+13OC+13OD+13OE+13OF+13OG+13OH+13OI+13OJ+13OK+13OL+13OM+13ON+13OO+13OP+13OQ+13OR+13OS+13OT+13OU+13OV+13OW+13OX+13OY+13OZ+13PA+13PB+13PC+13PD+13PE+13PF+13PG+13PH+13PI+13PJ+13PK+13PL+13PM+13PN+13PO+13PP+13PQ+13PR+13PS+13PT+13PU+13PV+13PW+13PX+13PY+13PZ+13QA+13QB+13QC+13QD+13QE+13QF+13QG+13QH+13QI+13QJ+13QK+13QL+13QM+13QN+13QO+13QP+13QQ+13QR+13QS+13QT+13QU+13QV+13QW+13QX+13QY+13QZ+13RA+13RB+13RC+13RD+13RE+13RF+13RG+13RH+13RI+13RJ+13RK+13RL+13RM+13RN+13RO+13RP+13RQ+13RS+13RT+13RU+13RV+13RW+13RX+13RY+13RZ+13SA+13SB+13SC+13SD+13SE+13SF+13SG+13SH+13SI+13SJ+13SK+13SL+13SM+13SN+13SO+13SP+13SQ+13SR+13SS+13ST+13SU+13SV+13SW+13SX+13SY+13SZ+13TA+13TB+13TC+13TD+13TE+13TF+13TG+13TH+13TI+13TJ+13TK+13TL+13TM+13TN+13TO+13TP+13TQ+13TR+13TS+13TT+13TU+13TV+13TW+13TX+13TY+13TZ+13UA+13UB+13UC+13UD+13UE+13UF+13UG+13UH+13UI+13UJ+13UK+13UL+13UM+13UN+13UO+13UP+13UQ+13UR+13US+13UT+13UU+13UV+13UW+13UX+13UY+13UZ+13VA+13VB+13VC+13VD+13VE+13VF+13VG+13VH+13VI+13VJ+13VK+13VL+13VM+13VN+13VO+13VP+13VQ+13VR+13VS+13VT+13VU+13VV+13VW+13VX+13VY+13VZ+13WA+13WB+13WC+13WD+13WE+13WF+13WG+13WH+13WI+13WJ+13WK+13WL+13WM+13WN+13WO+13WP+13WQ+13WR+13WS+13WT+13WU+13WV+13WW+13WX+13WY+13WZ+13XA+13XB+13XC+13XD+13XE+13XF+13XG+13XH+13XI+13XJ+13XK+13XL+13XM+13XN+13XO+13XP+13XQ+13XR+13XS+13XT+13XU+13XV+13XW+13XX+13XY+13XZ+13YA+13YB+13YC+13YD+13YE+13YF+13YG+13YH+13YI+13YJ+13YK+13YL+13YM+13YN+13YO+13YP+13YQ+13YR+13YS+13YT+13YU+13YV+13YW+13YX+13YY+13YZ+13ZA+13ZB+13ZC+13ZD+13ZE+13ZF+13ZG+13ZH+13ZI+13ZJ+13ZK+13ZL+13ZM+13ZN+13ZO+13ZP+13ZQ+13ZR+13ZS+13ZT+13ZU+13ZV+13ZW+13ZX+13ZY+13ZZ+13AA+13AB+13AC+13AD+13AE+13AF+13AG+13AH+13AI+13AJ+13AK+13AL+13AM+13AN+13AO+13AP+13AQ+13AR+13AS+13AT+13AU+13AV+13AW+13AX+13AY+13AZ+13BA+13BB+13BC+13BD+13BE+13BF+13BG+13BH+13BI+13BJ+13BK+13BL+13BM+13BN+13BO+13BP+13BQ+13BR+13BS+13BT+13BU+13BV+13BW+13BX+13BY+13BZ+13CA+13CB+13CC+13CD+13CE+13CF+13CG+13CH+13CI+13CJ+13CK+13CL+13CM+13CN+13CO+13CP+13CQ+13CR+13CS+13CT+13CU+13CV+13CW+13CX+13CY+13CZ+13DA+13DB+13DC+13DD+13DE+13DF+13DG+13DH+13DI+13DJ+13DK+13DL+13DM+13DN+13DO+13DP+13DQ+13DR+13DS+13DT+13DU+13DV+13DW+13DX+13DY+13DZ+13EA+13EB+13EC+13ED+13EE+13EF+13EG+13EH+13EI+13EJ+13EK+13EL+13EM+13EN+13EO+13EP+13EQ+13ER+13ES+13ET+13EU+13EV+13EW+13EX+13EY+13EZ+13FA+13FB+13FC+13FD+13FE+13FF+13FG+13FH+13FI+13FJ+13FK+13FL+13FM+13FN+13FO+13FP+13FQ+13FR+13FS+13FT+13FU+13FV+13FW+13FX+13FY+13FZ+13GA+13GB+13GC+13GD+13GE+13GF+13GG+13GH+13GI+13GJ+13GK+13GL+13GM+13GN+13GO+13GP+13GQ+13GR+13GS+13GT+13GU+13GV+13GW+13GX+13GY+13GZ+13HA+13HB+13HC+13HD+13HE+13HF+13HG+13HH+13HI+13HJ+13HK+13HL+13HM+13HN+13HO+13HP+13HQ+13HR+13HS+13HT+13HU+13HV+13HW+13HX+13HY+13HZ+13IA+13IB+13IC+13ID+13IE+13IF+13IG+13IH+13II+13IJ+13IK+13IL+13IM+13IN+13IO+13IP+13IQ+13IR+13IS+13IT+13IU+13IV+13IW+13IX+13IY+13IZ+13JA+13JB+13JC+13JD+13JE+13JF+13JG+13JH+13JI+13JJ+13JK+13JL+13JM+13JN+13JO+13JP+13JQ+13JR+13JS+13JT+13JU+13JV+13JW+13JX+13JY+13JZ+13KA+13KB+13KC+13KD+13KE+13KF+13KG+13KH+13KI+13KJ+13KK+13KL+13KM+13KN+13KO+13KP+13KQ+13KR+13KS+13KT+13KU+13KV+13KW+13KX+13KY+13KZ+13LA+13LB+13LC+13LD+13LE+13LF+13LG+13LH+13LI+13LJ+13LK+13LM+13LN+13LO+13LP+13LQ+13LR+13LS+13LT+13LU+13LV+13LW+13LX+13LY+13LZ+13MA+13MB+13MC+13MD+13ME+13MF+13MG+13MH+13MI+13MJ+13MK+13ML+13MN+13MO+13MP+13MQ+13MR+13MS+13MT+13MU+13MV+13MW+13MX+13MY+13MZ+13NA+13NB+13NC+13ND+13NE+13NF+13NG+13NH+13NI+13NJ+13NK+13NL+13NM+13NO+13NP+13NQ+13NR+13NS+13NT+13NU+13NV+13NW+13NX+13NY+13NZ+13OA+13OB+13OC+13OD+13OE+13OF+13OG+13OH+13OI+13OJ+13OK+13OL+13OM+13ON+13OO+13OP+13OQ+13OR+13OS+13OT+13OU+13OV+13OW+13OX+13OY+13OZ+13PA+13PB+13PC+13PD+13PE+13PF+13PG+13PH+13PI+13PJ+13PK+13PL+13PM+13PN+13PO+13PP+13PQ+13PR+13PS+13PT+13PU+13PV+13PW+13PX+13PY+13PZ+13QA+13QB+13QC+13QD+13QE+13QF+13QG+13QH+13QI+13QJ+13QK+13QL+13QM+13QN+13QO+13QP+13QQ+13QR+13QS+13QT+13QU+13QV+13QW+13QX+13QY+13QZ+13RA+13RB+13RC+13RD+13RE+13RF+13RG+13RH+13RI+13RJ+13RK+13RL+13RM+13RN+13RO+13RP+13RQ+13RS+13RT+13RU+13RV+13RW+13RX+13RY+13RZ+13SA+13SB+13SC+13SD+13SE+13SF+13SG+13SH+13SI+13SJ+13SK+13SL+13SM+13SN+13SO+13SP+13SQ+13SR+13SS+13ST+13SU+13SV+13SW+13SX+13SY+13SZ+13TA+13TB+13TC+13TD+13TE+13TF+13TG+13TH+13TI+13TJ+13TK+13TL+13TM+13TN+13TO+13TP+13TQ+13TR+13TS+13TT+13TU+13TV+13TW+13TX+13TY+13TZ+13UA+13UB+13UC+13UD+13UE+13UF+13UG+13UH+13UI+13UJ+13UK+13UL+13UM+13UN+13UO+13UP+13UQ+13UR+13US+13UT+13UU+13UV+13UW+13UX+13UY+13UZ+13VA+13VB+13VC+13VD+13VE+13VF+13VG+13VH+13VI+13VJ+13VK+13VL+13VM+13VN+13VO+13VP+13VQ+13VR+13VS+13VT+13VU+13VV+13VW+13VX+13VY+13VZ+13WA+13WB+13WC+13WD+13WE+13WF+13WG+13WH+13WI+13WJ+13WK+13WL+13WM+13WN+13WO+13WP+13WQ+13WR+13WS+13WT+13WU+13WV+13WW+13WX+13WY+13WZ+13XA+13XB+13XC+13XD+13XE+13XF+13XG+13XH+13XI+13XJ+13XK+13XL+13XM+13XN+13XO+13XP+13XQ+13XR+13XS+13XT+13XU+13XV+13XW+13XX+13XY+13XZ+13YA+13YB+13YC+13YD+13YE+13YF+13YG+13YH+13YI+13YJ+13YK+13YL+13YM+13YN+13YO+13YP+13YQ+13YR+13YS+13YT+13YU+13YV+13YW+13YX+13YY+13YZ+13ZA+13ZB+13ZC+13ZD+13ZE+13ZF+13ZG+13ZH+13ZI+13ZJ+13ZK+13ZL+13ZM+13ZN+13ZO+13ZP+13ZQ+13ZR+13ZS+13ZT+13ZU+13ZV+13ZW+13ZX+13ZY+13ZZ+13AA+13AB+13AC+13AD+13AE+13AF+13AG+13AH+13AI+13AJ+13AK+13AL+13AM+13AN+13AO+13AP+13AQ+13AR+13AS+13AT+13AU+13AV+13AW+13AX+13AY+13AZ+13BA+13BB+13BC+13BD+13BE+13BF+13BG+13BH+13BI+13BJ+13BK+13BL+13BM+13BN+13BO+13BP+13BQ+13BR+13BS+13BT+13BU+13BV+13BW+13BX+13BY+13BZ+13CA+13CB+13CC+13CD+13CE+13CF+13CG+13CH+13CI+13CJ+13CK+13CL+13CM+13CN+13CO+13CP+13CQ+13CR+13CS+13CT+13CU+13CV+13CW+13CX+13CY+13CZ+13DA+13DB+13DC+13DD+13DE+13DF+13DG+13DH+13DI+13DJ+13DK+13DL+13DM+13DN+13DO+13DP+13DQ+13DR+13DS+13DT+13DU+13DV+13DW+13DX+13DY+13DZ+13EA+13EB+13EC+13ED+13EE+13EF+13EG+13EH+13EI+13EJ+13EK+13EL+13EM+13EN+13EO+13EP+13EQ+13ER+13ES+13ET+13EU+13EV+13EW+13EX+13EY+13EZ+13FA+13FB+13FC+13FD+13FE+13FF+13FG+13FH+13FI+13FJ+13FK+13FL+13FM+13FN+13FO+13FP+13FQ+13FR+13FS+13FT+13FU+13FV+13FW+13FX+13FY+13FZ+13GA+13GB+13GC+13GD+13GE+13GF+13GG+13GH+13GI+13GJ+13GK+13GL+13GM+13GN+13GO+13GP+13GQ+13GR+13GS+13GT+13GU+13GV+13GW+13GX+13GY+13GZ+13HA+13HB+13HC+13HD+13HE+13HF+13HG+13HH+13HI+13HJ+13HK+13HL+13HM+13HN+13HO+13HP+13HQ+13HR+13HS+13HT+13HU+13HV+13HW+13HX+13HY+13HZ+13IA+13IB+13IC+13ID+13IE+13IF+13IG+13IH+13II+13IJ+13IK+13IL+13IM+13IN+13IO+13IP+13IQ+13IR+13IS+13IT+13IU+13IV+13IW+13IX+13IY+13IZ+13JA+13JB+13JC+13JD+13JE+13JF+13JG+13JH+13JI+13JJ+13JK+13JL+13JM+13JN+13JO+13JP+13JQ+13JR+13JS+13JT+13JU+13JV+13JW+13JX+13JY+13JZ+13KA+13KB+13KC+13KD+13KE+13KF+13KG+13KH+13KI+13KJ+13KK+13KL+13KM+13KN+13KO+13KP+13KQ+13KR+13KS+13KT+13KU+13KV+13KW+13KX+13KY+13KZ+13LA+13LB+13LC+13LD+13LE+13LF+13LG+13LH+13LI+13LJ+13LK+13LM+13LN+13LO+13LP+13LQ+13LR+13LS+13LT+13LU+13LV+13LW+13LX+13LY+13LZ+13MA+13MB+13MC+13MD+13ME+13MF+13MG+13MH+13MI+13MJ+13MK+13ML+13MN+13MO+13MP+13MQ+13MR+13MS+13MT+13MU+13MV+13MW+13MX+13MY+13MZ+13NA+13NB+13NC+13ND+13NE+13NF+13NG+13NH+13NI+13NJ+13NK+13NL+13NM+13NO+13NP+13NQ+13NR+13NS+13NT+13NU+13NV+13NW+13NX+13NY+13NZ+13OA+13OB+13OC+13OD+13OE+13OF+13OG+13OH+13OI+13OJ+13OK+13OL+13OM+13ON+13OO+13OP+13OQ+13OR+13OS+13OT+13OU+13OV+13OW+13OX+13OY+13OZ+13PA+13PB+13PC+13PD+13PE+13PF+13PG+13PH+13PI+13PJ+13PK+13PL+13PM+13PN+13PO+13PP+13PQ+13PR+13PS+13PT+13PU+13PV+13PW+13PX+13PY+13PZ+13QA+13QB+13QC+13QD+13QE+13QF+13QG+13QH+13QI+13QJ+13QK+13QL+13QM+13QN+13QO+13QP+13QQ+13QR+13QS+13QT+13QU+13QV+13QW+13QX+13QY+13QZ+13RA+13RB+13RC+13RD+13RE+13RF+13RG+13RH+13RI+13RJ+13RK+13RL+13RM+13RN+13RO+13RP+13RQ+13RS+13RT+13RU+13RV+13RW+13RX+13RY+13RZ+13SA+13SB+13SC+13SD+13SE+13SF+13SG+13SH+13SI+13SJ+13SK+13SL+13SM+13SN+13SO+13SP+13SQ+13SR+13SS+13ST+13SU+13SV+13SW+13SX+13SY+13SZ+13TA+13TB+13TC+13TD+13TE+13TF+13TG+13TH+13TI+13TJ+13TK+13TL+13TM+13TN+13TO+13TP+13TQ+13TR+13TS+13TT+13TU+13TV+13TW+13TX+13TY+13TZ+13UA+13UB+13UC+13UD+13UE+13UF+13UG+13UH+13UI+13UJ+13UK+13UL+13UM+13UN+13UO+13UP+13UQ+13UR+13US+13UT+13UU+13UV+13UW+13UX+13UY+13UZ+13VA+13VB+13VC+13VD+13VE+13VF+13VG+13VH+13VI+13VJ+13VK+13VL+13VM+13VN+13VO+13VP+13VQ+13VR+13VS+13VT+13VU+13VV+13VW+13VX+13VY+13VZ+13WA+13WB+13WC+13WD+13WE+13WF+13WG+13WH+13WI+13WJ+13WK+13WL+13WM+13WN+13WO+13WP+13WQ+13WR+13WS+13WT+13WU+13WV+13WW+13WX+13WY+13WZ+13XA+13XB+13XC+13XD+13XE+13XF+13XG+13XH+13XI+13XJ+13XK+13XL+13XM+13XN+13XO+13XP+13XQ+13XR+13XS+13XT+13XU+13XV+13XW+13XX+13XY+13XZ+13YA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Annexure-6

Price Bid Format for Complete List of Supplementary Items required for each Equipment to be quoted by bidders in Indian Rupees																	Annexure-G																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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Sl. No.	Item Description	Part No.	UOM	Ex-manuf. Price/Unit (Equipment)	Discount of %	Ex-manuf. Price (Discounted)	BBS CODE of the Item	GST as per GST (SST & CGST)			Ex-manuf. Price (Discounted) with GST as per GST (SST & CGST)	Any other applicable rates/charges which attracts Input Tax Credit	Freight & Forwarding Charges upto Destination*	Freight Charges upto Destination*	Transportation Charges upto Destination*	Installation & Casing Charges	Training charges	Any other charges, if any	GST rate as per Freight Charges, Input Tax Credit, Any other charges	Net Landed Price/Ex-Factory Price before deducting Input Tax credit	Input Tax credit Amount based on Ex-Factory Price, Freight, Transport Tax & Any other charges (in Ru.)	Net Landed Price/Ex-Factory Price after deducting Input Tax credit																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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1	2	2A	2B	2C	2D	3-3C-3D	4	5-3-4	5A	6	7	8-9-7	9-3-8	10	11*	12	12A	12B	13	14	14A	15	16-16A-16B-16C-16D-16E-16F-16G-16H-16I-16J-16K-16L-16M-16N-16O-16P-16Q-16R-16S-16T-16U-16V-16W-16X-16Y-16Z-16AA-16AB-16AC-16AD-16AE-16AF-16AG-16AH-16AI-16AJ-16AK-16AL-16AM-16AN-16AO-16AP-16AQ-16AR-16AS-16AT-16AU-16AV-16AW-16AX-16AY-16AZ-16BA-16BB-16BC-16BD-16BE-16BF-16BG-16BH-16BI-16BJ-16BK-16BL-16BM-16BN-16BO-16BP-16BQ-16BR-16BS-16BT-16BU-16BV-16BW-16BX-16BY-16BZ-16CA-16CB-16CC-16CD-16CE-16CF-16CG-16CH-16CI-16CJ-16CK-16CL-16CM-16CN-16CO-16CP-16CQ-16CR-16CS-16CT-16CU-16CV-16CW-16CX-16CY-16CZ-16DA-16DB-16DC-16DD-16DE-16DF-16DG-16DH-16DI-16DJ-16DK-16DL-16DM-16DN-16DO-16DP-16DQ-16DR-16DS-16DT-16DU-16DV-16DW-16DX-16DY-16DZ-16EA-16EB-16EC-16ED-16EE-16EF-16EG-16EH-16EI-16EJ-16EK-16EL-16EM-16EN-16EO-16EP-16EQ-16ER-16ES-16ET-16EU-16EV-16EW-16EX-16EY-16EZ-16FA-16FB-16FC-16FD-16FE-16FF-16FG-16FH-16FI-16FJ-16FK-16FL-16FM-16FN-16FO-16FP-16FQ-16FR-16FS-16FT-16FU-16FV-16FW-16FX-16FY-16FZ-16GA-16GB-16GC-16GD-16GE-16GF-16GG-16GH-16GI-16GJ-16GK-16GL-16GM-16GN-16GO-16GP-16GQ-16GR-16GS-16GT-16GU-16GV-16GW-16GX-16GY-16GZ-16HA-16HB-16HC-16HD-16HE-16HF-16HG-16HH-16HI-16HJ-16HK-16HL-16HM-16HN-16HO-16HP-16HQ-16HR-16HS-16HT-16HU-16HV-16HW-16HX-16HY-16HZ-16IA-16IB-16IC-16ID-16IE-16IF-16IG-16IH-16II-16IJ-16IK-16IL-16IM-16IN-16IO-16IP-16IQ-16IR-16IS-16IT-16IU-16IV-16IW-16IX-16IY-16IZ-16JA-16JB-16JC-16JD-16JE-16JF-16JG-16JH-16JI-16JJ-16JK-16JL-16JM-16JN-16JO-16JP-16JQ-16JR-16JS-16JT-16JU-16JV-16JW-16JX-16JY-16JZ-16KA-16KB-16KC-16KD-16KE-16KF-16KG-16KH-16KI-16KJ-16KK-16KL-16KM-16KN-16KO-16KP-16KQ-16KR-16KS-16KT-16KU-16KV-16KW-16KX-16KY-16KZ-16LA-16LB-16LC-16LD-16LE-16LF-16LG-16LH-16LI-16LJ-16LK-16LL-16LM-16LN-16LO-16LP-16LQ-16LR-16LS-16LT-16LU-16LV-16LW-16LX-16LY-16LZ-16MA-16MB-16MC-16MD-16ME-16MF-16MG-16MH-16MI-16MJ-16MK-16ML-16MM-16MN-16MO-16MP-16MQ-16MR-16MS-16MT-16MU-16MV-16MW-16MX-16MY-16MZ-16NA-16NB-16NC-16ND-16NE-16NF-16NG-16NH-16NI-16NJ-16NK-16NL-16NM-16NN-16NO-16NP-16NQ-16NR-16NS-16NT-16NU-16NV-16NW-16NX-16NY-16NZ-16OA-16OB-16OC-16OD-16OE-16OF-16OG-16OH-16OI-16OJ-16OK-16OL-16OM-16ON-16OO-16OP-16OQ-16OR-16OS-16OT-16OU-16OV-16OW-16OX-16OY-16OZ-16PA-16PB-16PC-16PD-16PE-16PF-16PG-16PH-16PI-16PJ-16PK-16PL-16PM-16PN-16PO-16PP-16PQ-16PR-16PS-16PT-16PU-16PV-16PW-16PX-16PY-16PZ-16QA-16QB-16QC-16QD-16QE-16QF-16QG-16QH-16QI-16QJ-16QK-16QL-16QM-16QN-16QO-16QP-16QQ-16QR-16QS-16QT-16QU-16QV-16QW-16QX-16QY-16QZ-16RA-16RB-16RC-16RD-16RE-16RF-16RG-16RH-16RI-16RJ-16RK-16RL-16RM-16RN-16RO-16RP-16RQ-16RR-16RS-16RT-16RU-16RV-16RW-16RX-16RY-16RZ-16SA-16SB-16SC-16SD-16SE-16SF-16SG-16SH-16SI-16SJ-16SK-16SL-16SM-16SN-16SO-16SP-16SQ-16SR-16SS-16ST-16SU-16SV-16SW-16SX-16SY-16SZ-16TA-16TB-16TC-16TD-16TE-16TF-16TG-16TH-16TI-16TJ-16TK-16TL-16TM-16TN-16TO-16TP-16TQ-16TR-16TS-16TT-16TU-16TV-16TW-16TX-16TY-16TZ-16UA-16UB-16UC-16UD-16UE-16UF-16UG-16UH-16UI-16UJ-16UK-16UL-16UM-16UN-16UO-16UP-16UQ-16UR-16US-16UT-16UU-16UV-16UW-16UX-16UY-16UZ-16VA-16VB-16VC-16VD-16VE-16VF-16VG-16VH-16VI-16VJ-16VK-16VL-16VM-16VN-16VO-16VP-16VQ-16VR-16VS-16VT-16VU-16VV-16VW-16VX-16VY-16VZ-16WA-16WB-16WC-16WD-16WE-16WF-16WG-16WH-16WI-16WJ-16WK-16WL-16WM-16WN-16WO-16WP-16WQ-16WR-16WS-16WT-16WU-16WV-16WW-16WX-16WY-16WZ-16XA-16XB-16XC-16XD-16XE-16XF-16XG-16XH-16XI-16XJ-16XK-16XL-16XM-16XN-16XO-16XP-16XQ-16XR-16XS-16XT-16XU-16XV-16XW-16XX-16XY-16XZ-16YA-16YB-16YC-16YD-16YE-16YF-16YG-16YH-16YI-16YJ-16YK-16YL-16YM-16YN-16YO-16YP-16YQ-16YR-16YS-16YT-16YU-16YV-16YW-16YX-16YY-16YZ-16ZA-16ZB-16ZC-16ZD-16ZE-16ZF-16ZG-16ZH-16ZI-16ZJ-16ZK-16ZL-16ZM-16ZN-16ZO-16ZP-16ZQ-16ZR-16ZS-16ZT-16ZU-16ZV-16ZW-16ZX-16ZY-16ZZ	16-16F	16-16G	16-16H	16-16I	16-16J	16-16K	16-16L	16-16M	16-16N	16-16O	16-16P	16-16Q	16-16R	16-16S	16-16T	16-16U	16-16V	16-16W	16-16X	16-16Y	16-16Z	16-16AA	16-16AB	16-16AC	16-16AD	16-16AE	16-16AF	16-16AG	16-16AH	16-16AI	16-16AJ	16-16AK	16-16AL	16-16AM	16-16AN	16-16AO	16-1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Annexure-7

Price Bid Format for Complete list of Supplementary Items required for each Equipment to be quoted by bidders in Indian Rupees																				Annexure-7				
(Separate for each item and separately for MCD/PCD as the case may be) ROWS TO BE INSERTED AS PER REQUIREMENT																								
A.2 Supplementary Items: B. First list of all Grease and Lubricants needed to test and commissioning of each equipment. However, this will not include fuel																								
Sl. No.	Item Description	Part No.	UOM	Ex. works Price (Qty / Unit / Equipment)	Ex. works Price / Unit / Equipment	Discount % (if any)	Ex. works Price / Unit / Equipment (Discounted)	Rate of the item	GST (+/-) (GST & COT)		Ex. works Price (Discounted) with GST (+/-) (GST & COT)	Any other applicable taxes (+/-) which attracts Input Tax Credit with GST (+/-) (GST & COT)	Freight & Forwarding Charge type Declaration*	Freight Charge type Declaration**	Insure Insurance Charge type Declaration**	Installation & Commissioning Charges	Training charges	Any other charges if any	GST Rate on Freight Charge, Transit Ins. & Any other charges	Net Landed Price (Ex. Rupees) before deducting Input Tax credit	Input Tax credit Amount based on Net Landed Price (Ex. Rupees) after deducting Input Tax credit (Ex. Rupees)			
									GST: Optimal For Computation Levy	GST: (GST & COT) Rate as in Part A												Amount	Amount	
1	2	3A	3B	3C	3D	3-2*3D	4	5-3,4	5A	6	7	8-9†	9	10	11	12	12A	12B	13	14	14A	15	16-17 (Ex. Rupees) before deducting Input Tax credit (Ex. Rupees)	18-19 (Ex. Rupees) after deducting Input Tax credit (Ex. Rupees)
1						0.00		0.00		SELECT		0.00	0.00									0.00	0.00	
2						0.00		0.00		SELECT		0.00	0.00									0.00	0.00	
3						0.00		0.00		SELECT		0.00	0.00									0.00	0.00	
4						0.00		0.00		SELECT		0.00	0.00									0.00	0.00	
						0.00		0.00		SELECT		0.00	0.00									0.00	0.00	
						0.00		0.00		SELECT		0.00	0.00									0.00	0.00	
FORMER: 14-01-2017 / REVISED: 14-01-2017																								

Annexure-8

[illegible]

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

Annexure-9

Price Bid Format for Complete list of Supplementary Items required for each Equipment to be quoted by bidders in Indian Rupees																				Annexure-9
(Separate for each item and separately for MCD/PCD as the case may be) HOW TO BE INSERTED AS PER REQUIREMENT																				
A.2. Supplementary Items: MCD/M filter elements along with 5-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.																				
Sl. No.	Item Description	Part No.	UOM	Est. Price	Qty./Set/Equipment	Est. Price/Unit/Equipment	Discount, if any (%)	Est. Price (Discounted)	EST. COG of the item	EST. Lx GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)
1		2A	2B	2C	2D	3-2C-2D	4	5-3-4	5A	6	7	8-2-7	9-5-8	10	11	12	13A	13B	14	15
1							0.00		0.00	SELECT		0.00	0.00							
2							0.00		0.00	SELECT		0.00	0.00							
3							0.00		0.00	SELECT		0.00	0.00							
4							0.00		0.00	SELECT		0.00	0.00							
							0.00		0.00	SELECT		0.00	0.00							
							0.00		0.00	SELECT		0.00	0.00							
TOTAL VALUE / SET / EQUIPMENT																				

Annexure-10

Price Bid Format for Complete list of Supplementary Items required for each Equipment to be quoted by bidders in Indian Rupees																				Annexure-10
(Separate for each item and separately for MCD/PCD as the case may be) HOW TO BE INSERTED AS PER REQUIREMENT																				
A.2. Supplementary Items: MCD/M filter elements along with 5-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.																				
Sl. No.	Item Description	Part No.	UOM	Est. Price	Qty./Set/Equipment	Est. Price/Unit/Equipment	Discount, if any (%)	Est. Price (Discounted)	EST. COG of the item	EST. Lx GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)
1		2A	2B	2C	2D	3-2C-2D	4	5-3-4	5A	6	7	8-2-7	9-5-8	10	11	12	13A	13B	14	15
1							0.00		0.00	SELECT		0.00	0.00							
2							0.00		0.00	SELECT		0.00	0.00							
3							0.00		0.00	SELECT		0.00	0.00							
4							0.00		0.00	SELECT		0.00	0.00							
							0.00		0.00	SELECT		0.00	0.00							
							0.00		0.00	SELECT		0.00	0.00							
TOTAL VALUE / SET / EQUIPMENT																				

Annexure-11

Price Bid Format for Complete list of Supplementary Items required for each Equipment to be quoted by bidders in Foreign Currency																				Annexure-11
(Separate for each item and separately for MCD/PCD as the case may be) HOW TO BE INSERTED AS PER REQUIREMENT																				
A.2. Supplementary Items: MCD/M filter elements along with 5-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.																				
Sl. No.	Item Description	Part No.	UOM	Est. Price	Qty./Set/Equipment	Est. Price/Unit/Equipment	Discount, if any (%)	Est. Price (Discounted)	EST. COG of the item	EST. Lx GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)
1		2A	2B	2C	2D	3-2C-2D	4	5-3-4	5A	6	7	8-2-7	9-5-8	10	11	12	13A	13B	14	15
1							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
2							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
4							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
TOTAL VALUE / SET / EQUIPMENT																				

Annexure-12

Price Bid Format for Complete list of Supplementary Items required for each Equipment to be quoted by bidders in Foreign Currency																				Annexure-12
(Separate for each item and separately for MCD/PCD as the case may be) HOW TO BE INSERTED AS PER REQUIREMENT																				
A.2. Supplementary Items: MCD/M filter elements along with 5-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.																				
Sl. No.	Item Description	Part No.	UOM	Est. Price	Qty./Set/Equipment	Est. Price/Unit/Equipment	Discount, if any (%)	Est. Price (Discounted)	EST. COG of the item	EST. Lx GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)	EST. GST (GST & GST)
1		2A	2B	2C	2D	3-2C-2D	4	5-3-4	5A	6	7	8-2-7	9-5-8	10	11	12	13A	13B	14	15
1							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
2							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
4							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
							0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
TOTAL VALUE / SET / EQUIPMENT																				

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

Annexure-14

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

Annexure 15Format for Evaluation of Composite OfferSeparate for each project**Name of Project**

Sl. No.	Description	Total Quantity of Equipment/ Set of Consumable Supplementary Items	Unit Net Landed Price (Per equipment /Per Set of Consumable Supplementary Items)	Extended Value	Discounting factor to work out NPV	Net Present Value (NPV) for evaluation purpose
	1	2	3	4	5	6
1	Equipment			4=2 x 3	NA	6=4
2	Set of Consumable Spares and Consumables for each equipment required for first 12 months of operation from the date of commissioning of the equipment.			4=2 x 3	NA	6=4
3	Set of spares and Consumables for fleet required for 2 nd year of operation from the date of commissioning of the equipment.					6=4 x 5
4	Set of spares and Consumables for fleet required for 3 rd year of operation from the date of commissioning of the equipment.					6=4 x 5
5	Set of spares and Consumables for fleet required for 4 th year of operation from the date of commissioning of the equipment.					6=4 x 5
6	Total Bid Price					XXXXXXXX

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

Annexure-16**Details of Training Charges (NOT APPLICABLE)**

Name of Bidder:.....

Tender No.....Dated.....

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Sl	Type of Personnel	At Manufacturer's Works					At Site					Total Charges	
		No.	Period	Total Man weeks (3x 4)	Rate Per Man per week		No.	Period	Total Man weeks (8 x 9)	Rate Per Man per week		(5x6) + (10x11)	(5x7) + (10x12)
					Rs	Foreign Currency				Rs	Foreign Currency	Rs	Foreign Currency

Signature and Seal of the Bidder

Note:

1. Specify the foreign currency required.
2. ~~The details of Training Charges are to given alongwith Price Bid in Cover-II under the folder named "BOQ-1". However, a confirmation of the same is to be given in the techno-commercial bid (Cover-I).~~

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

Contract Format (NOT APPLICABLE)

Annexure-18**Security Deposit Bank Guarantee Proforma**

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

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

Messrs a Company / Firm having its office at No.
..... hereinafter called the Contractor has entered into an agreement
dated (hereinafter called 'the said agreement') with (Name of
the Purchaser Company) hereinafter called ('the Company') to supply.....
stores/materials amounting to Rs.on the terms and conditions contained in the said
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

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pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs. or such lesser amount out of the said sum of Rs. as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs. and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs. has been fully carried out by the contractor and discharges the guarantee,.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs. or such lesser sum as may then be due to the Company out of the said advance of Rs. and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs. only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this day of 20....

Place

Signature of the authorised person

For and on behalf of the Bank.

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Annexure-19**Performance Bank Guarantee Format**

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

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

Messrs a Company / Firm having its office at No.
..... hereinafter called the Contractor has entered into an agreement
dated (hereinafter called 'the said agreement') with (Name of
the Purchaser Company) hereinafter called ('the Company') to supply.....
stores/materials amounting to Rs.on the terms and conditions contained in the said
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 performance
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

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the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs. or such lesser amount out of the said sum of Rs. as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs. and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs. has been fully carried out by the contractor and discharges the guarantee,.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs. or such lesser sum as may then be due to the Company out of the said advance of Rs. and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs. only. The guarantee shall remain in force till the day of and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

Dated this day of 20....

Place

Signature of the authorised person

For and on behalf of the Bank.

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PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Centarl Coalfields Limited acting through Shri, Designation of the officer, (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.

.....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” 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 :

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such

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information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid / contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term „relative“ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.14 The Bidder shall not approach Courts for legal remedy while their representations are under consideration of IEMs and they shall wait for the decision of IEM in the matter before seeking legal remedy.

1. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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5. Earnest Money (Security Deposit)

As mentioned in the Tender Document.

5. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Coal India Ltd. for a minimum period of five years, which may be further extended at the discretion of the BUYER.

Viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to

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forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

7.1 The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors as given in the Tender document).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. 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.

10. Law and Place of Jurisdiction

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

11. 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.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of signing the IP and extend till the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller. Issues like warranty/Guarantee etc shall be outside the purview of the IEMs. In case, BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at.....on.....

For the BUYER
Name of the Officer.....
Designation.....
Central Coalfields Limited

For the BIDDER
Name of the Officer.....
Designation.....
Name of the company.....

*In case of non-applicability of this clause, the bidder will mention “not applicable”.

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Annexure - 21**Pro-forma of Commissioning Certificate to be Issued by the Purchaser after Successful Commissioning of Equipment/Plant**

No. :

Date :

M/s:

Sub : Certificate of Commissioning of Equipment/Plant

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

(a) Contact No. _____ Date _____

(b) Description and Model of the Equipment/Plant _____

(c) Details of Commissioning:

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

(d) Bill of Lading No. & Date _____
(for imported contract)

(e) Name of the Vessel / Transporter _____

(f) R/ R Consignment Note/ Challan No. _____ Date _____

(g) Name of the Project/ Consignee _____

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

Sl. No.	Description	Amount to be recovered
---------	-------------	------------------------

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

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

Or

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

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

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

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

Signature (s)

Name(s)

Designation(s) with Stamp

Explanatory notes for filling up the commissioning certificate by the Purchaser

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents / drawings pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the plant in time, i.e. within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the plant.

The commissioning certificate shall be signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of subsidiary company.

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

Annexure - 22**Format for Bank Details for Electronic Payment**

To,
Central Coalfields Limited.,
Darbhanga House,
Ranchi- 834 009

Dear sir,

Ref: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM / RTGS/CBS/INTRA BANK TRANSFER.

We hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

A. We confirm that we are registered/not registered (Strike out whichever is not applicable) with CCL for e-payment.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

B. The details for facilitating the payments(if not registered with CCL) are given below:-

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS (WITH PIN CODE)	
3.	TELEPHONE NO.(WITH STD CODE)	<input type="text"/>
4.	BANK PARTICULARS	
(A)	BANK NAME	
(B)	BANK TELEPHONE NO (WITH STD CODE)	<input type="text"/>
(C)	BRANCH NAME	
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS (WITH PIN CODE)	
(F)	BANK FAX NO.(WITH STD CODE)	<input type="text"/>
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF CANCELLED CHEQUE)	<input type="text"/>
(H)	11 DIGIT IFSC CODE OF THE BENEFICIARY'S BRANCH	<input type="text"/>
(I)	BANK ACCOUNT NO	<input type="text"/>
(J)	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	
	OTHERS	
	IF OTHERS, SPECIFY	
5.	PERMANENT ACCOUNT NO.(PAN)	<input type="text"/>
6.	EMAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	
7.	CCL VENDOR CODE	<input type="text"/>

I/we hereby declare that the particulars given above re correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

(AUTHORISED SIGNATORY)

Name

Date

Official stamp

BANK CERTIFICATION

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

(Authorized signatory)

Authorization No:

Name:

Official stamp

Date

(Signature of Authorized official from the Banks).

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Diesel Driven RBH Drill 160mm**Check list of Documents to be uploaded in Technical Bid**

The Bidder shall upload the scanned copies of the following documents in suitable folders/spaces in Technical Bid as mentioned below (Tech Folders):

Technical Specification Parameters : *All the following specified documents are to be uploaded by bidders):*

Item Sl No	Technical Specification Parameter		Scanned copy of Information & Documents (Self authenticated) Indicating the Document's Name and No of pages
	Clause No	Details of Document	
1	A.2 I: Supplementary item:	Bidder to upload list of comprehensive tools & special tools with make and Model provided for maintenance & repair of offered Equipment as per NIT requirement & Undertaking in line with NIT.	
2	A.2 II: Supplementary item:	Details of First fill of all Oils, Grease and Lubricants needed for test and commissioning of equipment. However, this will not include fuel.	
3	A.2 III: Supplementary item:	Bidder to upload Detail list of a) All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required shall be delivered with consumable Spares and Consumables, wear materials including Ground Engaging Tools (GET) adequate, initially, for twelve (12) months operation and for first 3500 working hours with each machine. b) All filter elements along with O-rings/Gaskets pertaining to all the systems of equipment including standard engine filters required with Spare Parts and Consumables, wear materials including Ground Engaging Tools (GET) shall be delivered periodically minimum twice annually i.e. at the beginning of operational year & 6 months thereafter, throughout the balance period of twenty four (24) months (beyond the warranty period of the equipment) of the total guaranteed period of thirty six (36) months of operation from the date of the Purchaser's Acceptance Certificate.	
4	A.3.A : Information and Drawings	Bidder shall upload an undertaking that Service/Shop Manual, Part Books & Maintenance Manuals as per clause-A.3.A of NIT will be supplied with the offered equipment.	
5	A.3.B & A4 : Information and Drawings/ Erection/Asse mbly, Commissionin g & Performance Testing:	Bidder shall upload an undertaking that PERT chart & other technical data/ drawings and Performance Testing certificates as per clause-A.3.B and A.4 of NIT has been uploaded	
	B.6.1a: Spare Parts Provisions	The bidders are required to upload details of their existing local depots. Such bidders having no local depots presently shall upload an undertaking that they shall immediately open a Local depot and shall stock aforesaid essential items for their offered equipment model in event of placement of order on them.	
6	B.6.1b: Brought out Assemblies & Sub- assemblies:	The supplier is required to upload details such as make, model code and vital technical parameters of all major bought out assemblies/items as indicated in the technical specification against "Information to be provided by the bidder." The bidder has to furnish a certificate indicating therein that "All other components not identified/ mentioned herein are manufactured by the bidder at their works exclusively i.e. the components are proprietary of the bidder's firm."	

8	B.6.4: Lifetime Spare Parts:	The bidder has to upload undertaking and guarantee to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life.	Scanned copy of documents(Self certified and attested by Notary public)
9	B.7.2.2: Performance Guarantee:	The bidder shall upload a schedule of maintenance required to carry out Routine Servicing & Maintenance & Planned Preventive maintenance Program as per NIT clause B.7.2.2(a) and B.7.2.2(b) and shall state the number of manpower and hours per day required to carry out each maintenance task.	
10	B.9 : Composite Warranty/ Guarantee :	<p>The Supplier shall warrant that the equipment supplied under this contract is :</p> <p>a) In accordance with the contract specifications.</p> <p>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 failed assembly/ sub assembly/ parts due to design, manufacturing or workmanship defect during this warranty period shall be supplied by the supplier free of cost. However, for Assemblies and sub assemblies specific warranty/guarantee details are given in Part C. Any defect arising observed on this account will have to be attended immediately.</p> <p>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.</p> <p>The warranty shall cover for total equipment so that ultimate/ comprehensive responsibility lies only with the Equipment Supplier although components may be supplied by different suppliers to the Bidder.</p>	
11	Clause no. B.10: Special Condition :	The offered type & model of equipment shall have proven performance as per the Eligibility Criteria for proven supplier for at least one year completed on or before the date of opening of tender with same offered configurations, which means the offered configuration of major assemblies/ subassemblies such as Engine, compressor Hydraulic System fitted on the quoted model of machine should be same as that of machine supplied in the past and have proven performance for at least one year completed on or before the date of opening of tender. The clear, legible & complete order copies along with all addendums/ Annexures shall be uploaded along with the offer or else the offer shall be treated as non-responsive. If demanded by CCL, the original order copy against proven-ness shall have to be shown for verification. The onus of providing necessary proof documentarily that all offered major assemblies have proven status lies on the bidder. Bidder to upload clear, legible & complete order copies along with all addendums/ Annexures of offered eqpt supplied in past with same configuration and performance thereof as per the content of this clause.	
12	Clause no. B.10.1: Special Condition :	Bidder to upload as a separate attachment scanned copies (ink signed and stamped by the Original Equipment Manufacturer) of supply orders with all addendums/Annexures received by them for establishing proven status. In case they are unable to provide the same due to confidentiality laws of particular country, a scanned copy of such laws has been enclosed along with the offer for claiming exemption from submitting the supply order/contract copies and in such cases the bidder has enclosed a Customers List for the quoted Model of Equipment duly signed by the Original Equipment Manufacturer, clearly indicating the Customer Name & Address, Contract No.& date, Machine Sl. No., date of commissioning, guaranteed annual availability as per the performance guarantee clause of the supply order/ contract and actual achieved annual availability, for minimum 01 year from the date of commissioning, for each equipment supplied - SUBMITTED IN PROVENNESS DOCUMENT.	

13	Clause no. B.10.2: Special Condition :	Bidder to upload as a separate attachment a scanned authenticated copies of performance report duly Ink signed, confirming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 05 years, as on the date of opening of the Tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their proven ness for the quoted Model of Equipment - SUBMITTED IN PROVENNESS DOCUMENT.						
14	Clause no. B.10.3: Special Condition :	Bidder to upload as a separate attachment a scanned authenticated copies of self-certification duly Ink signed, confirming that the quoted Model of equipment has performed satisfactorily for a minimum period of 01 year from the date of commissioning of the equipment (supplied during the last 05 years, as on the date of opening of the Tender) and the desired parameters of the performance (Guaranteed availability) of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and whose copy(s) enclosed by the bidder along with their offer to establish their proven ness for the quoted Model of Equipment - SUBMITTED IN PROVENNESS DOCUMENT.						
15	B.11.1 : Quality Assurance	The Supplier shall upload legible (preferably printed) Quality Assurance Plan (QAP) details for various stages of manufacture duly authenticated by the Authorised Quality department personnel. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9001 or latest. Bidder to upload Notarised valid ISO 9001 or latest certificate also.						
16	C.4.4: Mast	Bidders to upload the GA drawing of the mast with Dimensions. The reason for changing the dimension (if any) of the mast from the earlier supplies will be elaborated by the bidder.						
17	C.4.15: Automatic Centralised Lubrication System	Bidder to upload verification calculation of capacity for 100 hours of continuous operation as per content of this clause.						
18	C.10.1General a)	Number of offered type & model fitted with same offered configuration supplied during the last five years. The information shall be given in the format as below and in the order of most recent first in chronological order						
		Company	Mine Name	Mine Location	Mine Type	Number of machines	Model	Date of Commissioning
19	C.10.1 Generalb)	b) Details of nearest Depot/Warehouse and Service Facility available for service support (existing & augmented for the present offer), in the following format.						
		Major Depot/ Warehouse			Service Facility			
		Location	Contact Numbers	Inventory Value (Approx)	Location	Type of facility available	Number of Engineers / Technicians*	
		* Engineers / Technicians employed to service the equipment both at the service facility as well as project site.						

Scanned copy of Information & Documents (Self authenticated) Indicating the Document's Name and No of pages

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

20	C.10.1 General c)	<p>c) Details such as make, size/capacity, part number etc. of standard tools & following special tools to be provided with the equipment;</p> <p>a. Hydraulic pressure checking gauges of suitable range.</p> <p>b. Socket set with torque wrench of reputed make covering all sizes of high torque bolts.</p> <p>c. Dial Indicator Gauge with Magnetic base.</p> <p>d. Cartridge filter opening tool, if required.</p> <p>Bidder to upload the undertaking that any other tool if required over and above the list of comprehensive tool kit and special tool kit, shall be provided by the bidder at no cost to the purchaser during the contract period.</p>
21	C.10.1 General d)	Details of erection programmes i.e. PERT chart for the bid showing activities and days required to carry out each activities.
22	C.10.2 Technical Details a)	a) Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to ISO 9249 with test bed data from manufacturer of Engine or OEM.
23	C.10.2 Technical Details b)	b) Detailed technical descriptions covering technical specifications of all systems of the offered drill.
24	C.10.2 Technical Details c)	c) Layout drawings and detailed descriptions of all machinery including method of power transmission, mounting details and method of alignment.
25	C.10.2 Technical Details d)	d) Performance curves for all motions.
26	C.10.2 Technical Details e)	e) Calculations and drawings verifying the drilling capacity of single pass & total drilling depth.
27	C.10.2 Technical Details f)	f) Layout drawings and complete hydraulic and air circuit with detailed descriptions of all components.
28	C.10.2 Technical Details g)	g) Details of major bought-out assemblies and sub-assemblies incl. manufacture's address, types, model etc.
29	C.10.2 Technical Details h)	h) Details and layout of automatic centralised lubrication system giving model of pump & its specification, capacity of reservoir, electrical control/ relay, detailed specification & number of injectors/ lubrication points and warning alarm.
30	C.10.2 Technical Details i)	i) Details of all air receivers which shall be fitted with a safety valve and air gauge which shows pressure in excess of the atmospheric pressure and to confirm certification of Hydraulic Test at a pressure at-least one and half times the maximum permissible working pressure and date of test to be embossed on air receiver.
31	C.10.2 Technical Details j)	j) Test Certificate of Fire Extinguisher - An 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 alongwith 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

32	C.10.2 Technical Details k)	k) Details & layout of automatic fire detection and suppression system showing number of fire hazard points covered, make, type of fire extinguishing agent, type of nozzles & coverage area and confirmation in line with DGMS circular no.2 dated: 08th July 2013
33	C10.2 Technical Details l)	l) Comprehensive commercial literature specifications.
34	C10.2 Technical Details m)	m) Operation and maintenance manuals.
35	C10.2 Technical Details n)	n) Detail list of all types of lubricants, their grades, Change period with Component wise System capacity and tank/sump capacity. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier.
36		10.3.1 Working Range a) Hole size range (mm) b) Drilling Depth - Single pass (m) c) Total Drilling Depth (m)
		10.3.2 Performance a) Pull-down capacity (kg) b) Bit load at peak power (kg) c) Feed rate at peak power (m/s) d) Hoisting capacity (kg) e) Hoisting speed (m/s) f) Maximum Rotary Motor Torque (Nm) g) Rotational Torque @ peak power (Nm) h) Rotational Speed @ Peak Power (rpm) i) Rotational Speed range (rpm) j) Bailing velocity (m/s) for 160mm drill hole k) Maximum propel speed (kg) l) Gradeability <ul style="list-style-type: none"> • Mast raised • Mast lowered
		10.3.3. Machine Weights. a) Constructiondel b) Operating
		10.3.4 Basic Dimensions a)Length <ul style="list-style-type: none"> Mast raised Mast lowered b) Width c)Height <ul style="list-style-type: none"> Mast raise Mast lowered

Bidder to upload the Data Against 10.3.1 to 10.3.17 in a separate sheet duly authenticated Bidder to ensure that all details given in Technical Parameter Sheet are same as /tallied with that of Technical Descriptions, literature and in other documents like graphs, charts, drawings, calculations etc. submitted / uploaded as document. Bidder has also ensured that no different value has been provided against any of the same type of specification parameters.

	<p>d) Mast length</p>
	<p>10.3.5 Engine</p> <p>a) Manufacturer and model</p> <p>b) Number of cylinders</p> <p>c) Bore (mm)</p> <p>d) Stroke (mm)</p> <p>e) Displacement (m3)</p> <p>f) Net power at.....r/min</p> <p>g) Maximum torque at.....r/min</p> <p>h) Specific Fuel Consumption @ rated power</p>
	<p>10.3.6 Hydraulic System</p> <p>a) Make, model, number, flow rates and operating pressures of pumps</p> <p>b) Make, model, number and ratings of motors</p> <p>c) Make, model, number, piston diameters and stroke lengths of cylinders</p> <p>d) Relief valve operating pressures</p> <p>e) Oil quantity in system and tank</p> <p>f) Filtration system type</p>
	<p>10.3.7 Carousal</p> <p>a) Number of Rods</p> <p>b) Rod Length (m)</p> <p>c) Rod Diameter (mm)</p> <p>d) Rod Wall Thickness (mm)</p>
	<p>10.3.8 Feed</p> <p>a) Type, make & model of feed chain (if applicable)</p> <p>b) Feed Rate (m/s)</p>
	<p>10.3.9 Rotary Head</p> <p>a) Motor (s)</p> <p>b) Type, Make & Model</p> <p>c) No., Total HP & RPM</p> <p>d) Max. Rotational Torque</p> <p>e) Rotational Speed @ Peak Power</p> <p>f) Rotational Speed Range</p> <p>g) Gear Box</p> <ul style="list-style-type: none"> • Type, Make & Model • Gear Ratio
	<p>10.3.10 Description of Dust Suppression System.</p>
	<p>10.3.11 Levelling Jacks</p> <p>a) Rear jacks - Make, model, number, stroke and piston diameter</p> <p>b) Front jacks - Make, model, number, stroke and piston diameter</p> <p>c) Pad diameter - Front and rear.</p>
	<p>10.3.12 Tracks</p> <p>a) Make of undercarriage</p> <p>b) Width & Length</p> <p>c) Number of bottom rollers</p> <p>d) Number of carrier rollers</p> <p>e) Ground bearing pressure</p>

	<ul style="list-style-type: none"> f) Track link pitch g) Centre distance between sprocket and idler 	
	10.3.13 Compressor <ul style="list-style-type: none"> a) Manufacturer and model b) Discharge rate (m³/min) c) FAD Pressure (kPa) 	
	10.3.14 Electrical System <ul style="list-style-type: none"> a) Starter make, model and rating b) Starter control make and model c) Alternator make, model and rating d) Batteries, numbers and rating (Make, Model, Number & Ah or CCA rating) e) Lighting details (Location, Type, Numbers & Rating) 	
	10.3.15 Details of Automatic lubrication system <ul style="list-style-type: none"> a) Manufacturer and model b) Discharge rate (m³/min) c) Pressure (kPa) d) Reservoir Capacity e) Number of nozzles/ lubrication points f) Location of nozzles 	
	10.3.16 Drilling Cycle (Based upon a cycle of drilling ten 20 m holes) <ul style="list-style-type: none"> a) Start-up time b) Drilling Time c) Tramming Time d) Fuel Consumption ltr/hr 	
	10.3.17 General <ul style="list-style-type: none"> a) Details, number and location of fire extinguisher b) Make Model and Operating range of all gauges/ indicators c) Make Model of all Warning Alarms 	

Note- 1:

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

Annexure – 23(contd.)**Check list of Documents to be uploaded in Techno-Commercial Bid****(Commercial)**

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

Sl	Document	Clause Ref No.	Folder Names
1	In case equipment manufacturer is quoting against the tender, documents indicated at clause- 17	Sec-II, ITB, clause- 5.1(i) or (ii) or 5.3 & clause-17	ELIGIBILITY DOCs
2	In case authorised Indian Agent is quoting on behalf of manufacturer, Manufacturer's Authorization Form along with Power of Attorney	Sec.-II, ITB, clause- 5.1(iii) & Sec-VII, Sample Forms, Annexure-4.	ELIGIBILITY DOCs
3	In case authorised Indian A gent is quoting on behalf of manufacturer, documents indicated at clause- 17	Sec.-II, ITB, clause-5.1(iii) & clause -17	ELIGIBILITY DOCs
4	In case of collaboration agreement with the principal, notarised copy of valid collaboration agreement/MOU, duly registered in India under Indian Registration Act, 1908.	Sec.-II, ITB, clause-6	ELIGIBILITY DOCs
5	In case of collaboration agreement with the principal, an undertaking of principal manufacturer to ensure supply of Supplementary Items and service support for smooth running of the equipment throughout its life.	Sec.-II, ITB, clause-6	ELIGIBILITY DOCs
6	All documents relating to provenness criteria	Sec.-II, ITB, clause- 7 & clause-17	PROVENNESS DOCs
7	Letter of Bid (LOB) in the bidder's letter head as per format given at Annexure – 1, Sample Form, Sec-VII along with Power of Attorney.	Sec.-II, ITB, clause- 14.2 (i)	LOB DOCs
8	In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-2) by the person singing the LOB in favour of person bidding online.	Sec.-II, ITB, clause- 14.2 (i), Note	LOB DOCs
9	Details of bidder as per format given in Annexure – 3, Sample Forms, Sec-VII.	Sec.-II, ITB, clause- 14.2 (ii) & Annexure –3, Sample Forms, Sec-VII	COMMERCIAL DOCs
10	Documentary evidence for online submission / remittance by foreign bidder of Earnest Money Deposit, Or Notarised copy of Exemption Document(s).	Sec.-II, ITB, clause – 14.2 (iv) (a) & clause-16	EMD DOCs

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11	Pre-Contract Integrity Pact duly filled-in, signed & stamped on each page.	Sec.-II, ITB, clause-14.2 (iv) (b) & clause-36 & Annexure -20, Sample Forms, Sec-VII	COMMERCIAL DOCs
12	All documents regarding bidder's eligibility and qualifications	Sec.-II, ITB, clause-14.2 (iv) (c) & clause-17	ELIGIBILITY DOCs
13	Banned or delisted supplier's certificate.	Sec.-II, ITB, clause-14.2 (iv) (d) & Sec-IV, SCC, clause-9	COMMERCIAL DOCs
14	Lowest Price certificate	Sec.-II, ITB, clause-14.2 (iv) (e) & Sec-IV, SCC, clause-8.2	COMMERCIAL DOCs
15	Confirmation that the bidder has quoted for the equipment along with the Supplementary Items exactly as per the NIT requirement and stipulations.	Sec.-II, ITB, clause-14.2 (iv) (f)	COMMERCIAL DOCs
16	Confirmation that details of training charges have been indicated in the price-bid.	Sec.-II, ITB, clause-14.2 (iv) (g)	COMMERCIAL DOCs
17	Notarised copies of registration certificate of DGS&D/NSIC/ Licence from BIS and Approval certificates issued by DGS&D/other Independent Statutory Bodies of Govt. of India, if applicable.	Sec.-II, ITB, clause-14.6	COMMERCIAL DOCs
18	Bank details/ mandate form for e-payment	Sec-II, ITB, clause-16.5, Annexure-22, Sample Forms, Sec-VII.	EMD DOCs
19	Affidavit to be submitted by the bidder	Annexure-24, Sample Forms, Sec-VII	COMMERCIAL DOCs
20	GST REGISTRATION CERTIFICATE & Other documents (Ref. Clause No. 37 of ITB) Applicable only for Indian Bidder	Sec-II, ITB, Clause No.37	COMMERCIAL DOCs
21	In case of the local supplier, a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content and location(s) at which the local value addition is made.	Sec-IV, ITB, Clause No.15 (Annexure 25)	COMMERCIAL DOCs
22	Documents required for availing benefits under Public Procurement Policy for Micro and Small Enterprises(MSEs) Order 2012	Sec-IV, ITB, Clause No.15	COMMERCIAL DOCs
23	Documents required for seeking relaxation from prior turnover and experience in case of Micro and Small Enterprises (MSEs) and Startups.	Sec-II, ITB, Clause No.5.3	COMMERCIAL DOCs

Note- In case folders are not sufficient to accommodate the required documents to be uploaded, the bidder may upload the same in "Other Important Documents" (OID) folder. Any other documents as per NIT are also be uploaded in this folder.

ANNEXURE-24PROFORMA FOR AFFIDAVIT/Undertaking TO BE SUBMITTED BY THE BIDDERAFFIDAVIT (for Indian Bidders)/ Undertaking (for Foreign Bidders only)Affidavit should be on Non Judicial Stamp Paper (minimum value of Rs.10).

I/We, _____, authorized representative of
M/s..... Solemnly declare that:

1. I/We am/are submitting Tender for supply of against NIT No...
CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20, vide Tender ID. **2020_CCL_160943_1**

2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

3. All scanned copy of documents uploaded by me / us in support of the information furnished online by me / us towards eligibility are valid and authentic.

4. * I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “.....” for a period of year/s, effective from to

5. * I/We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act’2006 and registered with the authority of the State Government.

OR

I/We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006

6. I/We further confirm that, we are not engaging and will not engage any child labour in any of the activities for which I/we are participating in the tender. In case it is reported & proved that child labour is engaged by me/us, imposition of penalty @ 10% of the contract value & blacklisting of my/our firm by CCL is acceptable.

7. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information furnished online by me / us towards eligibility is found to be fake / incorrect at any time, Central Coalfields Ltd. may cancel my Tender and penal action as deemed fit may be taken against me / .

*** Strike out whichever is not applicable**

Signature & Seal of the Tenderer

Signature & Seal of Notary

Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20

कोल इंडिया लिमिटेड

(एक महारत्न कंपनी)

सामग्री प्रबंधन विभाग

कोल भवन, प्लॉट सं.-ए.एफ-३, एक्शन एरिया-१ए

न्यू टाउन, राजरहाट, कोलकाता - ७००१५६

फ़ोन: ०३३-२३२४ ४१२७, फैक्स: ०३३-२३२४ ४११५

वेबसाइट: www.coalindia.inईमेल: gmmm.cil@coalindia.in**COAL INDIA LIMITED**

(A MAHARATNA COMPANY)

Materials Management Division,

Coal Bhavan, Premises No.04, Action Area 1A,

New Town, Rajarhat, Kolkata-700156

PHONE: 033-2324 4127, FAX: 033-2324 4115

Website: www.coalindia.inE mail: gmmm.cil@coalindia.in

Ref: CIL/C2D/Purchase Manual/2019/ 590

Date: 28.08.2019

To:

GM (MM) – HOD, BCCL, Dhanbad
 GM (MM) – HOD, CCL, Ranchi
 GM (MM) – HOD, ECL, Sanctoria
 GM (MM) – HOD, MCL, Sambalpur
 GM (MM) – HOD, NCL, Singrauli
 GM (MM) – HOD, SECL, Bilaspur
 GM (MM) – HOD, WCL, Nagpur
 GM (NEC), Margherita
 HOD (MM), CMPDIL, Ranchi

Office Order

Dear Sir,

Sub: Public Procurement (Preference to 'Make in India') Order, 2017 - Revision

Please find enclosed Order no. P-45021/2/2017-PP (BE-II) dated 29.05.2019 of Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Govt. of India, partially modifying the Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 as amended by Order No. P-45021/2/2017-B.E.-II dated 28.05.2018.

The above said revised Order dated 29.05.2019 is to be implemented and incorporated in the NITs for procurement of Goods, Services & Works (including turnkey works) upfront.

This is being issued with the approval of Chairman, CIL.

Encl: As above

Yours faithfully,

विमल बिस्वास
 General Manager (MM) 28/08/19
सुधा

CC:

1. CMD, BCCL/CCL/CMPDIL/ECL/MCL/NCL/SECL/WCL
2. Director (Fin.)/Director (Mktg.)/Director (Tech.)/Director (Pers.), CIL
3. Director (Tech.), BCCL/CCL/CMPDIL/ECL/MCL/NCL/SECL/WCL
4. CVO, CIL
5. TS to Chairman, CIL
6. GM (Civil)/GM (CMC), CIL – As per instruction, they are advised to take necessary action for inclusion of the above provision in their respective manuals simultaneously.
7. GM (Fin.)/GM (Admin)/GM (EED)/GM (Prod.)/GM (CV), CIL
8. GM (Fin.), BCCL/CCL/CMPDIL/ECL/MCL/NCL/SECL/WCL
9. All executives of MM Division, CIL

हिंदी संस्करण दूसरी ओर**Tender Number: CCL/MMD/GM(MM)/RBH Drill 160mm/118/2019-20**

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

Udyog Bhawan, New Delhi

Dated: 29th May, 2019

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 3(a) and 14 modified and Para 10A added] 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, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' 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.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of 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 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.

.....Contd. p/2

'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. Requirement of Purchase Preference :** 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 local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder

- a. In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, 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 local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers.

Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, the provisions of sub-paragraph b or c, as the case may be, shall apply;

- b. In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

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- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- 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 minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- 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 local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall 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 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.

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- 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.
- 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 local suppliers 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. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

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- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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 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.

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.

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 or class or classes of items or procuring 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.

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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

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

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

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

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

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

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


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