

## Contract



**Contract No:** GEMC-511687792879874

**Generated Date:** 30-Mar-2022

**Bid/RA/PR No:** [GEM/2021/B/1656029](#)

**Schedule Name:** Schedule 3

**11000812921316 DT.30-Mar-2022**

Organisation Details	Buyer Details
Type: Central PSU	Designation: Chief Manager MM
Ministry: Ministry of Coal	Contact No.: 7116-247092-
Department: Materials Management	Email ID: navinnischal@westerncoal.gov.in
Organisation Name: Western Coalfields Ltd	GSTIN: 27AAACW1578L1ZW
Office Zone: Western Coalfields Limited / Nagpur	Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No	Payment Mode: Offline
Designation of Administrative Approval: GM(MM)	Designation: Dy Manager Fin
Designation of Financial Approval: CM(F)	Email ID: sprathi@westerncoal.gov.in
	GSTIN: 27AAACW1578L1ZW
	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	759V210002997610
Company Name:	KIRLOSKAR BROTHERS LIMITED
Contact No.:	02067214598
Email ID:	bhavesk.kansara@kbl.co.in
Address:	Survey No. 98/3 to 7, Yamuna, Baner, Pune, MAHARASHTRA-411045, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	27AAACK7300E1ZZ , 27AAACK7300E1ZZ

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> Multistage pump RKB200/37K, 6 stages, 315 KW motor <b>Brand :</b> Kirloskar Brothers Ltd <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : Multistage pump RKB200/37K, 6 stages, 315 KW motor (Q3) RKB200/37K, 6 stages 84137010	4	set	4,210,358	NA	16,841,432
Total Order Value (in INR)						<b>16,841,432</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: harishkandula@westerncoal.gov.in Contact: 962-3386330- GSTIN: - Address: WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India	Multistage pump RKB200/37K, 6 stages, 315 KW motor	-	4	30-Mar-2022	28-Jul-2022

**Product Specification for Multistage pump RKB200/37K, 6 stages, 315 KW motor**

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes
<b>Seller Specification Document:</b>		
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/54/80/562/CatalogAttrs/SpecificationDocument/2021/12/3/2021_12_03_14_32_54_3_2021-12-03-14-33-19_52c1e5b8679d9613e620b40d9afccb23.pdf	
<b>Buyer Specification Document:</b>		
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/83984/54/78/703/CatalogAttrs/SpecificationDocument/2021/11/8/catalogue-centrifugal-pump-80lps-250meter_2021-11-08-13-16-19_7b4c2f322216c73c487e3882d2653148.pdf	
<b>Terms and Conditions</b>		
<b>1. General Terms and Conditions-</b>		
<p><b>1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable</b></p> <p><b>1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.</b></p> <p><b>1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.</b></p> <p><b>1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.</b></p> <p><b>1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.</b></p> <p><b>1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.</b></p> <p><b>1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.</b></p> <p><b>1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).</b></p> <p><b>1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.</b></p> <p><b>1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.</b></p> <p><b>1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.</b></p> <p><b>1.10 Financial Certificate:</b></p> <p><b>1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.</b></p> <p><b>1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.</b></p> <p><b>1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.</b></p> <p><b>1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.</b></p>		
<b>2. Buyer Added Bid Specific Terms and Conditions-</b>		
<p><b>2.1 Generic:</b></p> <p><b>OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</b></p> <p><b>2.2 Scope of Supply:</b> Scope of supply (Bid price to include all cost components) : Only supply of Goods</p> <p><b>2.3 Buyer Added Bid Specific ATC</b></p>		

**Buyer Added text based ATC clauses**

**1. Performance Bank Guarantee:** - The successful tender has to furnish a Performance Bank Guarantee for satisfactory operation and performance valid for 18 months from the date of supply of Pumps with electrical, equivalent to 10% value of the contract including taxes and duties etc. to the FOR destination price of the equipment on order, covering the warranty period. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(E&M)HOD, WCL(HQ)s.

Any shortfall of performance availability, deduction shall be made as per technical specification. No Payment shall be made without submission of Performance Bank Guarantee.. ( Format of PBG is enclosed as Annexure 6 which is to be submitted physically and through SFMS platform)

( This is in addition to the 3% e-PBG ( Security Deposit ) to be submitted on GeM portal)

**2. INSPECTION :**

(a). **PRE-DESPATCH INSPECTION:** WCL reserves its right to get the pump sets inspected and tested by WCL's representative or third party inspection agency at manufacturer's works before dispatch of the Pumps to ascertain the conformity of the pump set to order specifications, relevant ISS, latest (including amendment), statutory regulations (DGMS) and type test certificates. Such inspections shall not, in case of any defect noticed later, entitle the supplier to plead that inspection has been done by the purchaser and absolve them of the obligation. Pre despatch inspection including stage inspection of the ordered material shall be carried out by CMPDIL or its authorised representatives. The inspection fee @ 1% on FOR destination price plus all applicable taxes and charges shall be paid by you along with inspection call to inspecting authority GM(E&M) I/C Central Mining, Planning & Design Institute Ltd, Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/ 231447 ph no. 0651- 230876/422245 which will be subsequently reimbursed by the paying authority on production of documentary evidence. Minimum 10 days advance notice shall be given to inspecting agency/ CMPDIL

(b) **FINAL INSPECTION:** The final inspection of the consignment shall be carried out at destination stores which will be arranged by consignee on receipt of the store. In case during inspection, any item is found not conforming to the specification as per order, the supplier shall have to replace the item free of cost to WCL. WCL shall reserve the right to short close the supply or cancel the contract in such situations.

**3. Guarantee / Warranty:** Warranty in respect to sub standard material and poor workmanship, faulty design (excluding normal wear and tear) for manufacturing defect should be valid for a period of 12 months from the date of commissioning / fitment OR 18 months from the date of receipt and acceptance of the materials at destination stores, whichever is earlier. Defective item will be replaced free of cost. Warranty replacement should be completed within one month from the date of claim. All cases of warranty will be decided on the basis of joint inspection of the failed item held between user's representative and the manufacturer's representative.

**Note:** This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

## INDENT DETAILS

S.No.	Indent Ref	Unit/Area	Item Description	Qty (in Sets)
7	IND/20-21/3560/00014 dt 18.05.20	Tawa,Pathakhera Area	Centrifugal Pump - 80LPS, 250 Meter Head CI Construction with FLP Electricals	4

## BUDGET DETAILS

Budget for F.Y 2022-23 is certified Vide Diary No. FA/WCL/CAP/BC/OPM/12/06/55, Dated. 29.03.2022 for Rs. 8,56,72,539/- only.

<b>Technical Parameters Sheet</b>	
	Centrifugal Pump- 80LPS, 250Meter Head CI Construction with FLP Electricals-4sets
	<b>1.7-0-PUMP CONSTRUCTION MATERIAL</b>
	a-Pump casing /body- CI grade FG-260 of IS:210
	b-Impeller -Bronze as per LTB2 of IS:318
	c-Pump Shaft -C S 40-C-8 of IS:1570-II/1979
	d-Shaft sleeve -SS-410
	e-Neck Ring - Bronze as per LTB2 of 6-IS:318
	f-Lantern Ring - CI grade FG-260 of IS:210
	g-Gland and bush -Bronze as per LTB2 of IS:318
	h- Cast Iron Foot valve as per IS:4038-1986
	i- Cast Iron Seluice valve as per IS:14846-2000
	j- Cast Iron Non Return Valve as per IS:5312(part-1)-2004
Bidder to indicate	<b>1.7.1-PUMP DETAILS TO BE INDICATED BY BIDDER :</b>
	a-Make of the pump
	b-Model of the pump
	c-Type of arrangement provided for neutralizing axial hydraulic thrust.
	d-Type of construction of Pump
	e-Efficiency at duty point (Should be between 75% to 80%)
	f-Maximum efficiency (Should be between 80% to 90%)
	g-Power in KW required at duty point (should be between 270 kW to 290 kW)
	h-Discharge at duty point (should be between 80 lps to 90 lps)
	i-NPSHR at duty point (should be between 4 mtrs. To 5 mtrs.)
	<b>1.7.2-MOTOR DETAILS :</b>
	a-Operating voltage system: 3.3kV,3 ph,50 Hz
	b-Kilo Watt Rating: 290 kW(Min)
	c-Motor RPM (Syn.): 1500
	d-Type of starting: Star-Delta
	e-Type of enclosure: FLP
Bidder to indicate	<b>1.7.3-MOTOR DETAILS TO BE INDICATED BY BIDDER :</b>
	a-Make of the motor
	<b>1.7.4-STARTER DETAILS :</b>
	a-Type of Starter: Star-Delta
	b-Voltage system: 3.3kV,3 ph,50 Hz
	c-Kilo Watt Rating: 290 kW (Min)

	d-Type of enclosure: FLP
Bidder to indicate	<b>1.7.5-STARTER DETAILS TO BE INDICATED BY BIDDER :</b>
	a-Starter make and Model
	<b>1.7.6- STANDARDS TO BE CONFIRMED</b>
	a- pumps :IS:5120-1977
	b- Motors: IS:325-1996 and IS: 3682-1996
	c-Starters: IS:12661-1988 and IS:2148-2004/IEC:60079-1-2007
	<b>COMMON PARAMETERS TO BE AGREED BY THE BIDDER</b>
	<b>1-PROVENNESS CRITERIA :</b>
	<p>1: The equipment offered by the tenderer shall be considered proven provided ONE number of pump(or pumpset) for tendered / higher capacity (Discharge X Head), must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a minimum period of one years from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender. Capacity of the pump shall be accessed on the basis of product of head and discharge of an item. The product of head and discharge will be considered simultaneously of an item.  Note: In case of Trial Orders placed by CIL and Subsidiaries, the Trial Order quantities will be considered for provenness.</p>
	<p>2: In case pump (or pumpset) for tendered / higher capacity (Discharge X Head) has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed ONE year of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is ONE number of pump (or pumpset) for tendered / higher capacity (Discharge X Head) which was commissioned ONE year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of one years from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied pump (or pumpset) for tendered / higher capacity (Discharge X Head) in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause-1.</p>
	<p>3: In case the indigenous manufacturer is quoting pump (or pumpset) for tendered / higher capacity (Discharge X Head) as supplied by their foreign collaborator / foreign principal worldwide in the past and the offered equipment of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the ONE years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is ONE number pump (or pumpset) for tendered / higher capacity (Discharge X Head) which have been commissioned ONE years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of ONE</p>

year from the date of commissioning.  
 However, for worldwide population, foreign collaborator's experience of supplying pump (or pumpset) for tendered / higher capacity (Discharge X Head) worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the offered equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

4. In case the indigenous manufacturer is quoting the offered equipment as supplied by their licensor having valid IPR for pump (or pumpset) for tendered / higher capacity (Discharge X Head) being offered worldwide in the past and pump (or pumpset) for tendered / higher capacity (Discharge X Head) of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of ONE no. of pump (or pumpset) for tendered / higher capacity (Discharge X Head) which have been commissioned ONE year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of ONE year from the date of commissioning.  
 However, for worldwide population, the bidder's and licensor's experience of supplying pump (or pumpset) for tendered / higher capacity (Discharge X Head) worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the offered equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

5. Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:  
 In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of pump (or pumpset) for tendered / higher capacity (Discharge X Head) as supplied by their foreign (principal) manufacturer worldwide in the past and pump (or pumpset) for tendered / higher capacity (Discharge X Head) of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed ONE year of performance for provenness as mentioned above, the offered equipment will be considered proven if the ONE no. of pump (or pumpset) for tendered / higher capacity (Discharge X Head) which have been commissioned ONE year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and all of them have performed satisfactorily for a

	<p>minimum period of ONE years from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying pump (or pumpset) for tendered / higher capacity (Discharge X Head) worldwide shall be considered only if the Indian manufacturing entity submits notarized copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares &amp; consumables and service support for smooth running of the equipment throughout its life.</p>
	<p><b>6.</b> "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied for of one year from the date of commissioning, along with proof of payment against the Purchase Order(s) / rate contract (s).</p>
	<p><b>7:</b> Start ups and MSEs are exempted from prior experience criteria and should submit proof of establishing the quality assurance &amp; technical capability for tendered item(pump or pumpsets) issued by any statutory authority in line with Relaxation of Norms for Startups &amp; MSEs in Public Procurement regarding prior experience - prior turnover criteria as per Annexure 2.</p>
	<p><b>2.0-DUTY PARAMETERS</b></p>
	<p>2.1-Application -Mine dewatering</p>
	<p>2.2-Altitude of working site 300 M</p>
	<p>2.3-Relative humidity Upto 100%</p>
	<p>2.4-Ambient temperature 50 deg.C.maximum</p>
	<p>2.5-Sp. Gravity of liquid 1.03</p>
	<p>2.6-Working Hrs./day 24 Hrs.</p>
	<p>2.7-NPSHA 5.0 Mtrs</p>
	<p><b>3.0-MANDATORY CONSIDERATIONS :</b></p>
	<p>a-Since the required pump is meant for mine dewatering application, the offered pumps should have wider operating head range with minimum variation in discharge, i.e. the pumps must have continuously descending H-Q curve.</p>
	<p>b-The shut off head of the pump should be 10% more than the duty point head.</p>
	<p><b>4.0-SCOPE OF SUPPLY: Each pump set will consists of</b></p>
	<p>a- Pump with accessories-1</p>
	<p>b-Motor with coupling- 1</p>



	c-Starter -1
	d-Base plate fabricated from structural steel with coupling guard-1 No
	e-Foot valve , suitable for suction of the pump-1 No
	f- Seluice valve suitable for delivery size of the pump.-1 No
	g-Non Return Valve ,suitable for delivery size of the pump.-1 No
	<b>5.0-PUMP DETAILS :</b>
	5.1-Type Centrifugal
	5.2-RPM 1480 (Nominal)
	5.3-Impeller Dynamically balanced
	5.4-Pump bearing Deep groove ball / roller bearing/ Bush bearing..
	5.5-Working life of bearing Not less than 10,000 hrs.
	<b>6.0-MOTOR SPECIFICATIONS</b>
	6.1-Type of motor:Squirrel Cage Induction
	6.2-Class of duty: CONTINUOUS
	6.3-Class of insulation:Class 'F' with temperature rise limited to Class 'B'.
	6.4-Winding material:Copper
	6.5-Direction of rotation:Bi-directional
	6.6-Shaft extension:Standard
	6.7-Starting torque: 120% of normal torque
	6.8-No. of hot starts per hour: 2
	6.9-Degree of protection of : IP 55
	6.10-No. of earthing points:Two
	6.11-Cable entry:Suitable for PVC DWA mining cable of required size
	6.12-Terminals:All winding leads shall be terminated in terminal box
	6.13-Type coupling (To be used with motor):Direct flexible coupling
	6.14-Name Plate: Non fading type, properly secured till the life of the motor. In addition to the information as per IS:325, the name plate shall also carry the bearing details.
	6.15-Type of construction and mounting: Horizontal, Foot mounted
	<b>7.0-STARTER SPECIFICATION :</b>
	7.1-Degree of protection :IPH-6
	7.2-Utilization category of Starter:AC-3
	7.3-CONSTRUCTION :
	a-Shall be in two compartments.
	b-One shall house through going bus bars and off load isolator.
	c-2nd compartment shall house contactors and protective devices.
	d-In case of auto transformer starter, the auto transformer shall also be accommodated in 2nd compartment and shall be accessible from rear side of the enclosure for maintenance.
	e-Door of 2nd compartment shall be interlocked with isolator in such a way that the

	door can be opened only when the isolator is in 'OFF' position.
	f-Cable terminal boxes with sealing boxes shall be provided for both incoming and out going terminals suitable for PVC/DWA mining cables of required size.
	g-Through going terminals of bus bar shall be provided with bus trunking box with blanking cover.
	h-Mounting - Skid mounted
	<b>7.4-BUS BAR &amp; ISOLATOR :</b>
	a-BUS BAR REQUIREMENT: Made of Electrolytic copper of cross section not less than 240 Sq.mm covered with heat shrunk PVC sleeves.
	b-ISOLATOR REQUIREMENT: Off load, triple pole reversing type
	c-Rating of Isolator:Not less than 300 A
	<b>7.5-CONTACTORS (ONLY Govt./Govt. test house tested make contactors shall be used) :</b>
	a-Operation:Electromagnetic
	b-OPERATING LIMITS OF CONTACTOR: As per IS:13947 (Part 4/Sec.I)/IS:9046. However the drop out voltage shall not be more than 50% of rated control supply voltage
	NOMINAL CURRENT RATING OF CONTACTORS (FOR AC-3 DUTY): Not less than 2.0 times the full load current. Note : In case of star/delta starters, all the three contactors shall be of same rating.
	c-Type of contactor (whether air break or vacuum break)
	<b>7.6-PROTECTIONS :</b>
	a-OVER LOAD PROTECTION: Thermal Over Load relay with. Range of current adjustment : 75% to 100%
	b-E L protection Type of E.L. Relay. The relay shall be as per the relevant Indian Standard or IEC.:CBCT operated E.L. Relay
	c-Minimum value of leakage current (on primary) to operate:0.5 A – 2 A (Max.) in steps of 0.5 A
	d-Time delay setting range for Earth leakage protection 0 – 1 Sec in steps or 0.1 Sec
	e-Testing and resetting of the relay:By means of push buttons on front cover of the panel.
	f-Indication of E.L. trip:By means of indicating lamps on front cover.
	g-P.T. and coils of the relay:Epoxy resin sealed
	h-Short circuit:Through back up HRC fuses
	i-Instruments:Amp. Meter of suitable range
	j-Printed circuit diagram:On a brass plate shall be affixed on inside the cover.
	<b>8.1-PRE-DESPATCH INSPECTION &amp; TESTS :</b>
	8.1.1.-WCL reserves its right to get the pump sets inspected and tested by WCL's representative or third party inspection agency at manufacturer's works before dispatch of the Pumps to ascertain the conformity of the pump set to order specifications, relevant ISS. The pump will be tested as per IS:9137-1978 and IS:5120.

	8.1.2-The manufacturer shall make available to the inspector, the required test facilities with necessary support for conducting the tests as per the ISs and supply order.
	8.1.3-The manufacturer shall make available to the inspector the following during the inspection.
	(a) Copies of relevant ISs.
	(b)Material test certificate of the pump.
	(c) All records of quality checks under QAP
	(d) Manufacturers test certificates for bought-out items.
	<b>8.2- FINAL INSPECTION:</b> Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the Consignee on receipt of stores.
	<b>8.3- Installation &amp; commissioning:</b> Shall be installed & commissioned by WCL, under supervision of manufacturer / supplier. Manufacturer / supplier have to provide technical supervision for carrying out installation & commissioning work.
	<b>9.0-DOCUMENTS TO BE UPLOADED ALONG WITH THE OFFER :</b>
	I. Supply order, for pump (or pumpset)s for tendered / higher capacity (Discharge X Head), commissioned during last 5 years from date of tender opening, from mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) against provenness criteria.
	II. Satisfactory performance certificate against the submitted supply orders i.e. the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied.  In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied for of one year from the date of commissioning, along with proof of payment against the Purchase Order(s) / rate contract (s). The details of format for self-certification are given in Annexure - 3.
	III. Start ups and MSEs are exempted from prior experience criteria and should submit proof of establishing the quality assurance & technical capability for tendered item issued by any statutory authority in line with Relaxation of Norms for Startups & MSEs in Public Procurement regarding prior experience - prior turnover criteria as per Annexure - 2.
	<b>10.0-DOCUMENTS TO BE SUBMITTED WITH SUPPLY</b>
	10.1-Dimensional drawing of offered pump indicating total weight in KG.
	10.2-Assly drawings of the offered model pumps showing all the parts.
	10.3-Characteristic curves of the offered pump at 1480 RPM between.
	(i) discharge Vs head

	(ii) discharge Vs KW absorbed
	(iii) discharge Vs efficiency
	(iv) discharge Vs NPSH
	10.4- Copy of valid DGMS approvals for FLP electricals for use in under ground coal mines.
	10.5-Technical leaflets
	10.6-Material test certificate of the pump.
	10.7-Performance test report/pre-despatch inspection report of the pump set.
	10.8-Installation, operation and maintenance instructions and spare parts catalogue.
	10.9- General arrangement drawing of the offered starter showing overall dimensions.
	<b>11.DELIVERY SCHEDULE:</b> Supply should be completed within four (4 ) months from the date of placement of order.
	<b>No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period</b>
	<b>12. Guarantee / Warranty:</b> Warranty in respect to sub standard material and poor workmanship, faulty design (excluding normal wear and tear) for manufacturing defect should be valid for a period of 12 months from the date of commissioning / fitment OR 18 months from the date of receipt and acceptance of the materials at destination stores, whichever is earlier. Defective item will be replaced free of cost. Warranty replacement should be completed within one month from the date of claim. All cases of warranty will be decided on the basis of Joint inspection of the failed item held between user's representative and the manufacturer's representative.

### **Other terms and conditions:**

**1.Performance Bank Guarantee:** - The successful tender has to furnish a Performance Bank Guarantee for satisfactory operation and performance valid for 18 months from the date of supply of Pumps with electrical, equivalent to 10% value of the contract including taxes and duties etc. to the FOR destination price of the equipment on order, covering the warranty period. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(E&M)HOD, WCL(HQ)s. Any shortfall of performance availability, deduction shall be made as per technical specification. No Payment shall be made without submission of Performance Bank Guarantee.. ( Format of PBG is enclosed as Annexure 6 which is to be submitted physically and through SFMS platform)

( This is in addition to the 3% e-PBG ( Security Deposit ) to be submitted on GeM portal)

### **2. Eligibility Criteria for Bidders:**

**a) Only the Local Suppliers i.e. Class – I Local supplier (a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%) and Class – II Local Supplier (a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50%) are only eligible to Quote.**

**The Local suppliers (Class I / Class II) shall have to submit the certificate regarding the quantum (Percentage) of the local content and shall also give details of the location(s) at which the local value addition is made as per the Annexure 5 enclosed**

Non-Local Supplier means a supplier or service provider, whose goods or services offered for procurement, have local content less than 20%. Non-Local Suppliers are not eligible to participate in this Domestic Tenders which meant only for Indigenous Manufacturers / Local Suppliers.

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

**Note: Indigenous / Indian Manufacturer, if referred anywhere in the NIT, means a local supplier**

**b) Indian Agent of Local Supplier:** (Broadly includes Distributor, Dealer, Channel Partner etc.) Procurement should generally be made from manufacturers only. However, if the manufacturer does not quote directly to any organisation in India as a matter of its corporate policy (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), the procurement shall be made from its authorised Indian Agent based on the tender specific authorisation issued by the manufacturer mentioning tender reference number and date and validity of such authorisation.

**The list of documents to be submitted by the bidder:**

**i) Local Suppliers (Class-I Local Supplier and Class – II Local Supplier):** In case the bidder is a Local supplier (Class-I Local Supplier and Class – II Local Supplier), they have to submit scanned self attested copy of the valid registration with NSIC / SSI/ DIC / Udyog Aadhaar / Registrar of Companies / any other document issued by statutory bodies etc, to establish themselves that they are the manufacturer of the offered items along with certificate regarding the quantum (Percentage) of the local content and details of the location(s) at which the local value addition is made as per the Annexure 5 .

**ii) In case of Indian Agent of Local Supplier (Class-I Local Supplier and Class – II Local Supplier):**

1. Self attested copies of the Manufacturing credentials of the Local Supplier viz valid registration with NSIC / SSI/ DIC / Udyog Aadhaar / Registrar of Companies / any other document issued by statutory bodies etc to establish that their Principal is the manufacturer of the offered items along with certificate (to be issued by Local supplier) regarding the quantum (Percentage) of the local content and details of the location(s) at which the local value addition is made as per the Annexure 5.

2. A tender specific authorization issued by the manufacturer mentioning tender reference number and date and validity of such authorization (Format as per Annexure 4 ). Authorization should be pre-dated (from the tender opening) and should be properly signed and its validity should correspond to the delivery period stipulated in the Tender Enquiry.

**3. Undertaking from the manufacturer that, as a matter of its corporate policy, it does not quote directly to any organization in India ( except in situations like supplies to OEM / OES/OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical / logistics constraints). If, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting the situations mentioned above, it shall be liable for penal action as per provisions of the NIT and the CIL Purchase Manual 2020, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity. Further, if at any stage, it is found that agency commission has been paid by the manufacturer/ principal without declaring the agent, the commission will be recovered with interest**

4. Undertaking from the manufacturer that it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.

5. Undertaking from the manufacturer that, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.

6. Undertaking from the manufacturer that the authorized agent's price will not exceed that which the manufacturer would have quoted.

7. Undertaking from the manufacturer that in the event of placement of order on their authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by them.

8. Undertaking from the manufacturer that No agent / Middle man / Liaisoning agent or any entity in any name other than the disclosed authorized Indian Agent is involved in the process of procurement of goods and services.

9. Undertaking from the bidder ( authorized dealer ) that he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and also will be responsible for providing the required after sale service.

10. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The relevant self attested document in this regard is to be submitted along with the offer.

Note:

1. If both the Principal Local Supplier (Class – I Local Supplier and Class – II Local Supplier) and the Indian Agent participates in this tender, then the offer of the Indian Agent will be rejected.

2. One manufacturer can authorize only one Indian agent.

3. If Indian Agents submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product.

### **3. INSPECTION :**

**(a). PRE-DESPATCH INSPECTION:** WCL reserves its right to get the pump sets inspected and tested by WCL's representative or third party inspection agency at manufacturer's works before dispatch of the Pumps to ascertain the conformity of the pump set to order specifications, relevant ISS, latest (including amendment), statutory regulations (DGMS) and type test certificates. Such inspections shall not, in case of any defect noticed later, entitle the supplier to plead that inspection has been done by the purchaser and absolve them of the obligation. Pre despatch inspection including stage inspection of the ordered material shall be carried out by CMPDIL or it's authorised representatives. The inspection fee @ 1% on FOR destination price plus all applicable taxes and charges shall be paid by you along with inspection call to inspecting authority GM(E&M) I/C Central Mining, Planning & Design Institute Ltd, Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/ 231447 ph no. 0651- 230876/422245 which will be subsequently reimbursed by the paying authority on production of documentary evidence. Minimum 10 days advance notice shall be given to inspecting agency/ CMPDIL

**(b) The final inspection of the consignment shall be carried out at destination stores which will be arranged by consignee on receipt of the store.**

In case during inspection, any item is found not conforming to the specification as per order, the supplier shall have to replace the item free of cost to WCL. WCL shall reserve the right to short close the supply or cancel the contract in such situations.

**4. Payment Terms:** 100% Payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

**5. PAYING AUTHORITY : General Manager(Fin),** Western Coalfields limited, Hqrs, Coal Estate, Civil Lines, Nagpur-440001

**6. Consignee:** Depot Officer, Central Stores, Western Coalfields Limited, At – Urjagram, P.O. Tadali, Dt. Chandrapur – 442 406 (M.S.) ; Phone No. 07172-237076, Fax No. 07172-237295. GSTIN no: 27AAACW1578L1ZW

**6. Pre-contract Integrity Pact:** The bidders will have to upload along with their offer, the scanned copy of duly filled-in, signed and stamped (on each page) Pre-Contract Integrity Pact on the plain paper as per prescribed format (Annexure -7 ) , failing which their offer may not be

considered. The bidder must sign and stamp all pages of Integrity Pact and put name and designation of the signatory and witnesses at the last page of Integrity Pact.

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

Names, Full Address, Phone no and email Id of both the Independent External Monitors are as under:

Sl no	Name of IEM	Address	e-mail ID	Mobile No
1	Shri A.K.Mohapatra, IFS (Retd)	Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhubaneswar 751015	amiyaiifs@gmail.com	9437002530
2	Dr (Mrs) Nivedita P Haran, IAS (Retd)	23, IFS Villas, P-6, Builders Area, Greater Noida 201310	nharan@gmail.com	8943440525



## **ANNEXURE - 1**

### **PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

( To be submitted by the Startups / MSE firms who claim the relaxation of the prior turnover and prior experience criteria)

Reference : Western Coalfields Ltd Hqrs \_\_\_ TenderNo. \_\_\_\_\_ Date \_\_\_\_\_ for supply of \_\_\_\_\_

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

(Signature of Tenderer)

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

## ANNEXURE - 2

RELAXATION OF NORMS FOR STARTUPS & MSEs in Public procurement regarding prior experience criteria:

As per Department of Expenditure, Ministry of Finance OM No. F.20/2/2014/PPD-(Pt) dated 25.07.2016 circulated vide note F. No. 24/2/2013/Fin-I dated 02.08.2016, relaxation of the condition of prior turnover and prior experience in public procurement has been extended to all Micro and Small Enterprises and Startups (whether MSE or not) subject to meeting of quality and technical specifications, i.e. must have the technical capability to deliver the goods and services as per prescribed technical and quality specifications.

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 National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro Small and Medium Enterprises (MoMSME) and MSEs registered under the Udyog Adhar Memorandum are eligible for claiming relaxation, on submission of self attested copy of valid document in support of their MSE status

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

Accordingly the Prior experience and turn over criteria is not applicable for startups & MSEs in this tender in respect of **either of the following situations** and no further documents regarding provenness will be required to be submitted by these bidders.

a) If bidders have submitted documents to prove the Startup / MSE status for the tendered item and submitted the attested copy of the certificate towards quality assurance and capability from some authority like MSME, NSIC etc.

b) However, If bidders have submitted documents to prove their Startup / MSE status for the tendered item but 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 these vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure- 1) has been enclosed in the tender documents and such MSEs/ Startups should submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor for quick finalization of tenders.

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

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

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

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

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

**ANNEXURE - 3**

**FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE**

(On the Letter Head of Bidder)

**Format for self-certification of Performance**

(On the Letter Head of Bidder)

Tender No. ....

We certify that the items covered in the Purchase order(s)/ Rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily for a period of not less than 12(twelve) months from the date of commissioning and all the complaint(s)/Claims lodged by the purchaser, if any, have been attended to and no complaints/claim(s) are pending.

Sl no	NIT Item Description	Offered product	Supply order issuing authority	Supply Order No.	Date of Supply Order (in DD/MM/YYYY format)	Rate Contract No with Date, if any	Qty	Date of commissioning (in DD/MM/YYYY format)

[Note: In case, any specific Purchase Order(s) has/ have not been fully executed and any complaint/ claim is pending, then details of such cases are to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and If the above mentioned declaration / information / documents submitted by the bidder are subsequently found false or forged / tampered in any way, the total responsibility shall lie with bidder and WCL reserve the full right to take suitable penal action as deemed fit including banning of business , apart from forfeiture of EMD , security deposit etc.]

However, WCL reserves the right to obtain the performance directly from the end user of the item/product.]

Name & Signature of bidder :  
Designation :  
(Seal of the Bidder) :

ANNEXURE - 4

**FORMAT FOR AUTHORIZATION TO BE SUBMITTED BY THE INDIAN AGENTS OF LOCAL SUPPLIERS:**

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

To

General Manager (MM)

Western Coalfields Ltd

Dear Sir.

We, M/s. (..... name of the Principal firm.....) represented by the undersigned, Mr/Ms..... Director/ Partner /Legal Attorney / Proprietor /Employee / Accredited Representative hereby authorize M/s. \_\_\_\_\_ ( Name of the Bidder firm) to participate in the tender and submit the offer and enter into contract / Supply order, on our behalf against this tender. This authorization is valid till the successful execution and completion of contract period against this tender. We further confirm that:

1. As a matter of our corporate policy, we do not quote directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints). If, subsequently, at any stage, it is found that we have quoted directly to any organization in India (except in situations like supplies to OEM / OES / OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), we shall be liable for penal action as per provisions of the NIT and the CIL Purchase Manual 2020. Further, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission may be recovered with interest..

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

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

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

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

6. We further confirm that No agent / Middle man / Liasoning agent or any entity in any name other than our authorized Indian Agent is involved in the process of procurement of goods and services against this tender. If subsequently at any stage, it is found that false certificate is given, we shall be liable for penal action
7. We have never been banned or de-listed or debarred or 'Put on Holiday' by any Government or quasi-Government agencies or PSUs.

OR

We were banned/de-listed/debarred/'Put on Holiday' by the organization named "-----  
-----" for a period of ----- year/s, effective from ----- to -----  
for ----- (the reasons to be mentioned).

Signature of Authorized signatory of Principal

Date:

Seal of the firm

ANNEXURE - 5

UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF LOCAL SUPPLIERS

( to be typed on the Indian agent letter head )

To

General Manager (MM)

Western Coalfields Ltd

Dear Sir.

Against the Tender no: \_\_\_\_\_, we have quoted as the authorized dealer / indian agent of M/s. \_\_\_\_\_ who is the manufacturer of the offered products. We confirm that we will be responsible for all the contractual obligations including the quality aspects, replacement of parts / items , warranty / guarantee obligations and also provide the after sales and services.

We have submitted the following documents.

1. Tender specific authorization from the Principal including the specific confirmations as required as per the terms of the NIT.
2. Self attested copies of the Manufacturing credentials of the Principal to establish the principal is the manufacturer of the offered items alongwith the certificate for Local content issued by the Local Supplier
3. The self attested copy of the documents to prove that our business entity is existence for 3years on the date of tender opening.

Signature of Authorized Dealer / Indian Agent

Date:

Seal of the firm

**Performance Bank Guarantee Format**

General Manager (Pur), Materials Management wing, WCL, Coal Estate, Civil Lines, Nagpur  
440001 (MS) Western Coalfields Limited

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

Messers ..... a Company / Firm having its office at No.  
..... (hereinafter called 'the Contractor') has entered into the Agreement /  
Contract / Purchase Order vide no ..... dated ..... (hereinafter called 'the said  
agreement') with Coal India Limited, Kolkata on behalf of Western Coalfields Limited (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.

The .....(name of the bank) (hereinafter called 'the bank') having its Office at  
..... has at the request of the Contractor agreed to give the guarantee as  
hereinafter contained.

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

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

We, the Bank - further agree that the guarantee shall come into force from the date hereof and  
shall remain in full force and effect till the period that will be taken for the performance of the  
said agreement which is likely to be the .... day of ..... but if the period of agreement is extended  
either pursuant to the provisions in the said agreement or by mutual agreement between the  
contractor and the Company the Bank shall renew the period of the guarantee failing which it  
shall pay to the Company the said sum of Rs.....or such lesser amount out of the said  
sum of Rs.....as 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 and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till the .....day of..... 20.. and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and / of the claim period from the said date, all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

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

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

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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

Place

Signature of the authorized person

For and on behalf of the Bank

**Pre-Contract Integrity Pact**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of.....20..., between, on one hand, Western Coalfields Ltd, acting through Shri .P.V. Babu, General Manager (MM) Pur, (hereinafter called the “BUYER / PRINCIPAL ”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Section 1 - Commitments of the Buyer / Principal

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

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

c. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian Agents of Foreign supplier shall be as per the provisions at Annexure I of this document.

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

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

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

## Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder, before contract award, has committed a transgression through violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled

to disqualify the Bidder from the tender process or to terminate the contract, if already signed for such reason.

- (1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months to maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal, after due consideration of available fact and evidences within his / her knowledge concludes that there is reasonable ground to suspect violation of any commitment listed under Section 2 ie. “ Commitments of Bidder(s) / Contractor(s)
- (3) The bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the bidder / contractor / supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### Section 4 – Compensation for Damages:

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

#### Section 5 – Previous Transgression

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

#### Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

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

### Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

### Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / She reports to the Chairman, Coal India / CMD, Subsidiary Companies.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on “ Non- Disclosure of Confidential Information” and of “ Absence of Conflict of Interest” . In case of any conflict of Interest arising at a later date, the IEM shall inform Chairman, Coal India Ltd / CMD Subsidiary Companies and recuse himself / herself from that case .
- (5) The Principal will provide the Monitor sufficient information above all meeting among parties related to the Project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices or believes to notice a violation of this agreement he / shee will so inform the management of the Principal and request the Management to discontinue or take corrective action or to take other relevant actions. The monitor can in this regard submit non binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies a substantiated suspicion of a offence under relevant IPC / PC Act and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the

last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

#### Section 10 – Other Provisions

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

#### Section 11 - Facilitation of Investigation

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

#### Section 12 – Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

#### Section 13 – Other Legal Actions

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

For & on behalf of the Principal

For & on behalf of the Bidder / Contractor

(Office Seal )

(Office Seal )

Place: Nagpur

Date -----

Witness 1:  
Name and Address

Witness 2:  
Name and Address